SHL
WITHDRAWN

INNKEEPERS AND OTHERS .. p. 260
THE COST OF KILLING .. .. p. 261

The Solicitors' Journal

[Established 1857.] [Registered as a Newspaper.]

VOL. LXXIX. No. 15 [Pages 257 to 276]. **Saturday, April 13, 1935.** Published Weekly. Price One Shilling.

MEMORANDUMS
AND
ARTICLES OF ASSOCIATION
(To accord with the Companies Act, 1929.)

FORM A—For Large Public Companies ··· 3s. 6d.
FORM B—For Small Public Companies ··· 2s. 6d.
FORM C—For Large Private Companies ··· 3s. 6d.
FORM D—For Small Private Companies ··· 2s. 6d.

The above draft forms are drawn, settled and revised from time to time by eminent Company Counsel. The printing charges are calculated on a reduced scale if any one of these Forms is adopted and the printing entrusted to

JORDAN & SONS, LIMITED,
Company Registration Agents,
116, Chancery Lane, London, W.C.2.
City Branch—13, Broad Street Place, E.C.2.

Established 1836. Telephone: Holborn 0273.
GENERAL REVERSIONARY
AND INVESTMENT CO.
Assets £1,000,000.
Reversions and Life Interests Purchased or Loans Granted thereon.
Apply to the Actuary, 59, Carey Street, W.C.2.

COINS AND MEDALS
COLLECTIONS OR SINGLE SPECIMENS BOUGHT AND SOLD.
VALUATIONS MADE.
A. H. BALDWIN & SONS, Ltd.
3, ROBERT ST., ADELPHI, W.C.2. Temple Bar 1611.

ESTABLISHED 1782
For
COURT BONDS
on behalf of
Administrators, Receivers in Bankruptcy, Trustees in Bankruptcy, and under Deeds of Arrangement, Special Indemnities in connection with Missing Beneficiaries, Lost Documents and Defects in Title, Commercial Fidelity Guarantees, Customs and Excise Bonds
Apply to the
PHŒNIX
Assurance Company Ltd.
Head Office:
PHŒNIX HOUSE, KING WILLIAM ST., LONDON, E.C.4.
Law Courts Branch:
187, FLEET STREET, E.C.4.

RECENTLY PUBLISHED.
THE
LAW OF WILLS
By **S. J. BAILEY, M.A., LL.M.,**
of the Inner Temple, Barrister-at-Law.
THIS book sets out the principles of the law of wills in a form that will be of particular value to practitioners. It is a clear, authoritative and concise introduction and is recommended to all who require a valuable source of reference or an up-to-date textbook on the subject.
15s. *net.*
This is the first volume of Pitman's Equity Series, edited by G. W. Keeton, M.A., LL.D.
Order from a bookseller or direct from
SIR ISAAC PITMAN & SONS, LTD.
PARKER STREET, KINGSWAY, LONDON, W.C.2.

For
ADMINISTRATION
RECEIVERSHIP
CUSTOMS
FIDELITY GUARANTEES
} BONDS
THE
OCEAN
Accident & Guarantee Corporation Limited
36-44, MOORGATE, LONDON, E.C.2.
Indemnities re:
LOST DOCUMENTS, MISSING BENEFICIARIES, DEFECTS IN TITLE, FORGED TRANSFERS.
Other classes of business transacted, e.g.,
Accident, Burglary, Employers' Liability, Fire, Motor, &c., &c.

SALTER, REX & CO.
Chartered Surveyors, Auctioneers & Valuers
311, KENTISH TOWN ROAD, N.W.5, and 121, CHEAPSIDE, E.C.2.
'Phones: Gulliver 1085 (4 lns.) & National 8394 (2 lines).

THE
GUARANTEE
SOCIETY, LIMITED.
(FOUNDED 1840.)
FAVOURABLE FEES FOR
Administration Bonds.
FROM "THE LAW JOURNAL," 3rd November, 1934.
"A WARNING TO SURETIES."
"The case of Mrs.———, who has been sent to prison for contempt of court in refusing to obey an order to render an account as administratrix of the estate of her husband,———has again come before———in the Chancery Court. Mrs.——— has been released, the account has been rendered, and the melancholy state of affairs revealed thereby was that the estate was insolvent. The Judge granted an application made for the purpose of putting the bond entered into by Mrs.———'s sureties into force. 'I grant leave willingly,' said———, 'because I wish to put a stop to people rashly acting as sureties in administration suits.'
It may be assumed that the judgment will have a restraining influence on persons who would otherwise be prepared too readily to become sureties for the friend and administrator."
Head Office: SUN COURT, CORNHILL, LONDON, E.C.3.
Branches in most principal towns.

UNIVERSITY OF LONDON
30 JUN 1964
LIBRARY

ADVERTISEMENTS OF REGISTERED ANNUAL SUBSCRIBERS ARE INSERTED FREE OF CHARGE UNDER APPOINTMENTS VACANT, APPOINTMENTS WANTED, PRACTICES AND PARTNERSHIPS, AND ARTICLED CLERKS.

NOTICE TO SUBSCRIBERS.

The Manager would appreciate the courtesy if Subscribers would kindly notify him **at once** when Appointments have been filled or obtained.

When replying to Advertisers please mention "The Solicitors' Journal."

PUBLIC NOTICES.

BOROUGH OF COLNE.

APPOINTMENT OF ASSISTANT SOLICITOR.

APPLICATIONS are invited for the appointment of ASSISTANT SOLICITOR in the Town Clerk's Department at a salary at the rate of £300 0s. 0d. per annum.

Applications, stating age, full particulars of previous experience, and accompanied by copies of three recent testimonials, to be received by the undersigned on or before Wednesday, 17th April, 1935.

Canvassing in any form will be a disqualification.

L. A. VENABLES,
Town Clerk's Office, Town Clerk.
Colne.
4th April, 1935.

APPOINTMENTS VACANT.

SOLICITORS.—Old-established business, Hong Kong, require assistance of qualified English solicitor with experience of county court and police court work—five years' agreement; salary £600 per annum; passage paid.—Write Box 495, 8, Serle-street, W.C.2.

WANTED.—A Junior Conveyancing Clerk with knowledge of Land Registry and outdoor work.—Apply "Lex," Box 4432, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WANTED, Male Shorthand Typist, with London experience of conveyancing, to assist in conveyancing department. Salary £3 to £4.—Apply by letter only marked "Clerkship," to Milles & Co., 5 Little College-street, S.W.1.

WANTED, young Solicitor, passed Final for Land Company; principally conveyancing work; state salary required.—S., 2, Duke-street, Adelphi, W.C.2.

APPOINTMENTS WANTED.

SOLICITORS' attention is called to Gibson and Weldon's Employment Register of former pupils. No fees charged.—Apply Gibson & Weldon, Law Tutors, 27, Chancery-lane, W.C.2.

SOLICITOR, 31, London Police Court advocacy, conveyancing and rural district council office experience; commencing salary about £200; available immediately.—Box 4430, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (admitted 1931), thorough experience of all branches of conveyancing, probate, litigation (High Court and County Court), bankruptcy and company work, income tax matters and general practice; accustomed to work without supervision in busy City office and to interview clients; London preferred.—Write Box 4407 Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, aged 25, recently admitted, requires position as managing clerk or assistant solicitor; articled for five years with London solicitor; thoroughly experienced in all branches of the profession, particularly litigation and conveyancing; accustomed to work without supervision; highest references; salary £200.—Box 4428, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 20, Grosvenor-gardens, S.W.1 (Telephone: Sloane 2315), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

CLUB SECRETARY, ex-Officer, with many years' experience in the West End, seeks employment in any similar position of trust. 16073

EX-OFFICER, authorised Clerk, 24 years' Stock Exchange experience, desires post; knowledge all markets and office routine, brokers and jobbers. 16063

EX-OFFICER, energetic, seeks post as Private Secretary or Secretary Companion; thorough knowledge all duties; shorthand, typewriting, etc.; 15 years' experience similar positions; go anywhere; excellent references. Dis.445

OFFICER on Reserve, 38, seeks position home or abroad; 15 years' experience colonial merchants; accustomed to responsibility. 16020

EX-OFFICER, with own typewriter, urgently needs work, and would be glad to hear from writers who require their MSS. typed in strict confidence; terms by arrangement. 16081

JUBILEE Celebrations.—The Officers' Association Employment Bureau have many ex-officers on their Register, with linguistic qualifications, etc., and would welcome enquiries for Interpreters, Guides and Couriers, etc.

In addition to the above-mentioned, the Officers' Association Employment Bureau have on their Register a very large number of other Ex-Officers of varied qualifications, and the Secretary would be very grateful if Employers would kindly notify him at 20, GROSVENOR-GARDENS, LONDON, S.W.1, particulars of any vacancy they may have available. Telephone Sloane 2315.

PRACTICES AND PARTNERSHIPS.

PARTNERSHIP or Succession in well-established practice in large country town required by solicitor, age 28 years, with sound general experience, including conveyancing and advocacy; capital available.—Box 4433, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

LEGAL PARTNERSHIPS and the Sale of Practices arranged, London and the Provinces.—Gordon Ford & Co., 10, Norfolk-street, Strand, W.C.2. Temple Bar 6177.

SOLICITORS wishing to negotiate the sale or purchase of a practice or partnership should consult the Legal Department of the London and Northern Medical Transfer Agency Ltd., 15, Bedford-street, Strand, W.C.2. Special financial facilities are available for members of the profession, whereby a guaranteed bank loan may be obtained to aid the purchase of a practice or partnership.

SOLICITOR, Public School, M.A. (Cantab.), with good experience in conveyancing, trust, probate and general work, desires partnership; preliminary clerkship if preferred; capital available.—Box 4412, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase established country conveyancing practice of deceased or retiring solicitor; South or South Midlands preferred.—Box 4431, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, young, ambitious, with own connection, invited to consider proposition and partnership; small capital necessary.—Write 9, Fairholt-road, N.16.

OFFICES.

CROWN CHAMBERS, Chancery-lane, W.C.—Entire floors to be let in modernised building. Exceptionally quiet and light. Central heating and lift. Also an excellent studio with top light.—Apply Weatherall, Green & Smith, Surveyors, 22, Chancery-lane, W.C.2.

BARNET.—Hertford House, 119, High-street. First-class office accommodation to be let in single offices or suites; moderate rentals; admirably suited for professional purposes.—Write Estates Department, Williams Brothers, 146, Holloway-road, N.7.

PROPERTY INVESTMENTS.

OXFORD-STREET.—Income of £750 p.a. nett secured for an unbroken term of 77 years on fine modern premises with a rack rental value of about £4,000. Price £15,000.—Apply HILLIER, PARKER, MAY AND ROWDEN, 27, Maddox-street, W.1. Tele. Mayfair 7666.

WANTED.—Properties of every description, London and Suburbs, large or small parcels, showing good returns. Prompt settlements.—Particulars to "Secretary," F. M. Co., 8, Hillmartin-road, N.7.

TO PROPERTY OWNERS, EXECUTORS, TRUSTEES AND SOLICITORS.

LADY wishes to purchase single or blocks of occupied pre-war villas or cottages in any part of London or suburbs for investment. Freehold or leasehold No agents.—Send details to Miss E. W., 30, Gloucester-road, Kingston-hill.

HASTINGS and ST. LEONARDS.—Many sound property investments open to fullest investigation, many showing 10 per cent. and likely to appreciate. From £400 to £20,000 Freehold.—Apply Silvester, A.A.L.P.A., 3, East Ascent, St. Leonards-on-Sea.

MORTGAGE FUNDS, ETC.

BUILDING Finance and Mortgages.—Funds available in large and small sums on houses, bungalows, shops, and flats; prompt advances made.—Deane & Saville, 11, Finsbury-square, E.C. National 8804.

MORTGAGE Funds, 4 per cent.—Large Trustee Funds now available at 4 per cent. for sound agricultural securities in South of England.—Howkins & Sons, Rugby.

£2,750—LENDER, who is resident abroad, prepared to transfer at much reduced figure mortgage secured on freehold property at Harrow; interest £6 per cent.; good personal covenant; offers to be sent to Markby, Stewart & Wadesons, 5, Bishopsgate, E.C.2.

TRUSTEE SECURITIES wanted at once for fund of £200,000. Interest 4 per cent.—Particulars to H. E. Foster & Cranfield, Surveyors, 6, Poultry, E.C.2.

FUNDS REQUIRED.—Trustee and others, from 4 % to 5 %, and Building Finance 7 %, upon sound properties to two-thirds of valuation.

R. B. A. Chambers, F.A.L.P.A., 3 and 4, Lincoln's Inn Fields, W.C.2. 'Phone. Holborn 2191. Established 1886.

MISCELLANEOUS.

COSTS Prepared on commission in advertiser's own office; 4 per cent. on Profit charges, including engrossing Bills for delivery or taxation.—Box 4415, Solicitor's Journal, 29, Breams-buildings, E.C.4.

FREE RECIPE for making proved Hair Grower. Send stamp.—Hymil, 6, Maidstone-road, London, N.11.

TYPEWRITING.

PROMPT accurate work executed moment's notice. Reasonable charges (copying, 1s. 1,000 words). Ask for other charges. Tel. Tem. 5343.—Brown's Typewriting Bureau (Miss E. Sweet), 87, New Oxford-street, W.C.1.

INFORMATION REQUIRED.

(2s. per line.)

SIDNEY HOWARD PASSEY, deceased.—The above-named, late of 907, Fulham-road, London, S.W.6, died on the 29th March, 1935. Will any Solicitor or other person having any knowledge or information to the effect that this deceased made a WILL of more recent date than the 25th May, 1926, kindly COMMUNICATE with the undersigned.—Messrs. Langford, Borrowdale and Thain, Solicitors, of 5 and 6, Clement's Inn, Strand, London, W.C.2.

CERTIFICATED BAILIFFS.

G. F. HAWKINS & SON, M.C.B.A., F.A.I.

beg to draw the attention of Solicitors and others to the facilities offered by their Distress Department for the recovery of rents in any district. They have a staff of competent bailiffs, their own Auction Rooms and Removal Department, and are thus able to deal with any contingency with a minimum of delay. Communications, entirely without obligation, to:

26, LISSON GROVE, LONDON, N.W.1. 'Phone Pad. 5643.

DEANS, HAMPTON WICK. Kingston 2596.

Certificated Bailiffs—Auctioneers.

LEONARD STEEDS, F.A.L.P.A., M.C.B.A.,

263, Lavender Hill, S.W.11. Battersea 0935.

The Solicitors' Journal

VOL. LXXIX. **Saturday, April 13, 1935.** No. 15

Current Topics: President as Appellate Judge—Business of Courts—The "Admiralty" Court—Probate, Divorce and Admiralty Division—County Court Jurisdiction—Reform of the Magistracy—Murder Conviction Quashed—Government Advertising—Housing Loan—County Councils and Recent Statutes—The Solicitors' Clerks' Pension Fund—Recent Decisions 257

Innkeepers and Others 260

The Cost of Killing 261

Company Law and Practice 262

A Conveyancer's Diary 263

Landlord and Tenant Notebook .. 264

Our County Court Letter 265

Correspondence 266

Obituary 266

Points in Practice 267

To-day and Yesterday 268

Reviews 269

Books Received 269

Notes of Cases—

Hogg *v.* Toye & Co., Ltd. 270

Lord Eldon *v.* Hedley Brothers .. 270

Wells *v.* Myddleton and Others .. 270

MacKay *v.* London General Insurance Co., Ltd. 271

Grauds and Another *v.* Dearsley .. 271

Dewar *v.* Commissioners of Inland Revenue 272

Table of Cases previously reported in current volume 272

Parliamentary News 273

Societies 274

Rules and Orders 275

Legal Notes and News 275

Court Papers 276

Stock Exchange Prices of certain Trustee Securities 276

Current Topics.

President as Appellate Judge.

ATTENTIVE readers of the Daily Cause List would observe that on several days last week Court of Appeal No. 1 was constituted of the Master of the Rolls, the President of the Probate, Divorce and Admiralty Division, and Lord Justice ROCHE. So far as we can recall, this was the first time that Sir BOYD MERRIMAN has sat in the Court of Appeal, the reason for his doing so on this occasion being the regrettable absence, owing to illness, of Mr. Justice SWIFT, who was to have been the third judge. In this connection it is interesting to trace the gradual accession of dignity in the judicial hierarchy of the holder of the President's office. Originally, he had no precedence *virtute officii*, nor was he even a member of the Court of Appeal. Then came the Judicature Act, 1881 (44 & 45 Vict., c. 68), which, by s. 4, provided that the President for the time being should thenceforward be an *ex officio* judge of the Court of Appeal, but the section proceeded to say that "he shall not be entitled in the said court to any precedence over any existing judge to which he would not have been entitled as such judge of the Supreme Court of Judicature if this Act had not passed." So things remained for many years. Then, by s. 7 of the Administration of Justice Act, 1920 (10 & 11 Geo. 5, c. 81) it was provided that "the President of the Probate, Divorce and Admiralty Division of the High Court shall have rank and precedence next after the Master of the Rolls"—a provision reproduced in s. 16 of the Supreme Court of Judicature (Consolidation) Act, 1925. In this increase of dignity given to the holder of the office as head of his Division we find reflected the importance attached to the post, one which has been held by a succession of very eminent judges.

Business of Courts.

LORD ATKIN gave evidence before the Royal Commission on the Despatch of Business at Common Law last Tuesday. The learned lord alluded to the difficulty of so organising business as to secure at once a definite rate of progress and to maintain anything like fixed days for cases which could be adhered to without having some system of reserves. The suggestion was made that temporary commissioners should be appointed in London as they are in the rest of the country. Reference was also made to time wasted over unessentials in evidence and in cross-examinations, and also, it was suggested, sometimes, as a result of inquiries from the Bench. No substantial change in the circuit system was advocated, provided that sufficient notice of trial was required to enable an assize to be cancelled if desirable. Any increase in the jurisdiction of county courts was opposed, but an increase in the jurisdiction of quarter sessions was favoured conditionally on quarter sessions chairmen being required to be qualified lawyers. The chairman should be in the position of a Recorder, with sole discretion as to punishment, and he should be enabled to hold the court at any date required. Thus, the criminal work at assizes would be materially diminished. Assize judges should have the power to hear any divorce case, defended or undefended. The learned lord expressed himself as seeing no reason for interfering with the Probate, Divorce, and Admiralty Division, and advocated a retiring age-limit for judges, seventy-two years for judges of first instance and seventy-five for judges of Appeal, including those of the House of Lords.

The "Admiralty" Court.

Sir NORMAN RAEBURN, K.C., likewise opposed any alteration of the work of the Probate, Divorce and Admiralty Division. What was known universally, if not quite accurately (he said) at the Admiralty Court occupied a position which was of the utmost importance not only nationally but internationally. Merger in the King's Bench Division, even with such a title as the "Admiralty List," was opposed, for foreigners knew nothing, and cared less, about that Division. Moreover, it was essential to have judges in charge of the work who had special knowledge of Admiralty business. The importance of the Admiralty Court as a court of Prize was also stressed. Opposition was also expressed to any amalgamation of commercial and Admiralty work, to the transfer of divorce work to any other division, and to the removal of probate work to the Chancery Division. Lord ATKIN'S suggestion regarding a commissioner did not appeal to Sir NORMAN RAEBURN, who also spoke of the evidence tendered by Mr. H. M. CLEMENSON at an earlier sitting of the Commission, and stated that Mr. CLEMENSON was not expressing the views of the shipping industry in general when he said that he had consulted the legal committee and Council of the Chamber of Shipping and it was felt that there was no *à priori* reason why Admiralty work should not be transferred to the King's Bench Division. Mr. CLEMENSON, who is the General Manager of the Chamber of Shipping of the United Kingdom, Secretary of the International Shipping Conference, and a member of the Comité Maritime International, said that foreign shipowners, underwriters and others, regarded the decisions of Commercial and Admiralty Courts with the highest respect, and tended to prefer to have their causes tried by those courts than in the courts of any other country, even, in many cases, their own.

Probate, Divorce and Admiralty Division.

On the previous Friday evidence was given by Sir Reginald Poole, President of The Law Society, 1933-4, and a member of the Council. The witness saw little of which to complain so far as the despatch of business in the Probate and Divorce Courts was concerned, and intimated that he had always been opposed to the transfer of divorce work to the King's Bench Division. The difficulty of securing unanimity where questions of discretion were concerned, if twenty judges were concerned instead of the present small number, was stressed. So far as the witness's experience went with regard to the trial of divorce suits on assize, it was not reassuring either from the point of view of the evidence which was admitted to prove the case, or which was never insisted on, or from the point of view of the capacity of the local barrister to conduct the suit. The proposal of a permanent commissioner of assize to try undefended divorce cases was supported. Mr. Noel Middleton, a member of the Bar, who dealt with the same subject, said that the onus was quite clearly upon those who proposed that this division should cease to exist as a separate division of the High Court to show that the proposal contained within it some definite and realisable advantages, which would outweigh, either presently or in the future, its manifest disadvantages. The witness could not find in the proposals for abolition any real or tangible advantages which might be expected to accrue to the State or to the litigant. If the division were to cease to exist and probate work was transferred to the Chancery Division, probate business as a whole, both non-contentious and contentious, must be transferred. The suggestion was made that in the interests of unity and uniformity of matrimonial jurisdiction an itinerant judge of the Probate, Divorce and Admiralty Division should be appointed to dispose of matrimonial and probate cases in the provincial courts.

County Court Jurisdiction.

Judge Samuel (County Court Circuit No. 28) suggested, *inter alia*, that all business in equity and common law outside London should be begun in the first place in the county court. The jurisdiction of county courts at common law should be placed on a footing similar to that now obtaining in equity, in other words, the limit should be increased to £500. "Running down" cases should be begun in the county court, with leave to the parties or any of them to apply to the registrar or county court judge for an order to transfer any particular case for trial by a judge of the High Court in London or at the assizes. It was thought that most criminal cases should be tried at quarter sessions, only important cases going to the assizes. A more revolutionary suggestion was that in agricultural areas some arrangement should be devised whereby criminal cases usually triable at quarter sessions should be heard by county court judges in the course of their circuits. This evidence was given on 2nd April.

Reform of the Magistracy.

At a conference held by the Howard League for Penal Reform in the Middle Temple Hall on 3rd April, Sir William Jowitt, K.C., who presided, said that he had every ground for believing that the Home Office would take steps to promote a Bill in Parliament to give effect to the recommendations of the majority of the Departmental Committee which dealt last year with the question of imprisonment for non-payment of fines. The courts of summary jurisdiction, stated Sir William, committed to prison nine-tenths of the people sent to prison in this country. There were over 1,000 of these courts, of which very few outside the metropolis were presided over by stipendiary magistrates, although legislation was daily becoming more complex. There was some discussion of resolutions that courts of summary jurisdiction should consist of three or five justices serving on a rota of men and women; that justices should receive a course of training; that an age limit for justices be fixed; and that all justices' clerks should be full-time pensionable officers with legal qualifications. There are some 30,000 justices throughout the country, and in 1932, of 39,000 persons received in prison on conviction, 33,000 were sent by courts of summary jurisdiction, not including 9,500 non-criminal prisoners also committed to prison by these courts. Out of 940 clerks of these courts in England and Wales, 890 were in private practice. In a recent letter to *The Times* (*The Times*, 19th January, 1935), the editor of the *Countryman* stressed the need for an age limit for magistrates and for an amendment of the practice in petty sessions. Considering all the difficulties strewn in their path by an indefatigable legislature, the magistrates of this country perform their duties with commendable efficiency, but it cannot be denied that there is a good case for strengthening the lay magistracy so that justice may always not only be done, but "seem to be done."

Murder Conviction Quashed.

The decision of the House of Lords in *Woolmington* v. *Director of Public Prosecutions* (*The Times*, 6th April), is remarkable in that for the first time the House quashed a conviction for murder. The appellant was tried first at the Taunton Assizes and the jury disagreed. On a fresh trial before Swift, J., at the Bristol Assizes he was convicted and an appeal to the Court of Criminal Appeal was dismissed. Since, at the time of writing, no opportunity for studying the reasons given for the decision in the House of Lords has been afforded, it would have been premature to treat the case at any length, but the principal point may be indicated. The question is, upon whom lies the onus of proof in circumstances such as those present in this case. According to Tindal, C.J., in *R.* v. *Greenacre*, 8 Car. & P. 35, "there are several principles of law relating to this subject, one of which is perfectly clear—namely, that where it appears that one person's death has been occasioned by the hand of another, it behoves that other to show from evidence, or by inference of the circumstances of the case, that the offence is of a mitigated character, and does not amount to the crime of murder." A statement in "Halsbury" (vol. 9, para. 731) based on the foregoing excerpt was referred to by the Lord Chancellor in the course of the argument, and counsel submitted that the proposition indicated above is false. When the fact of death and malice have been proved, the Crown, it was submitted, has made a *primâ facie* case of murder. The accused is then called on to show by evidence or by examination of the circumstances adduced by the Crown that the act on his part which caused death was either unintentional or provoked. If the jury are either satisfied with his explanation, or on a review of all the evidence are left in reasonable doubt, whether, even if his explanation be untrue, the act was intentional and unprovoked, they must acquit.

Government Advertising.

Towards the beginning of the past month, Sir Stephen Tallents, Public Relations Officer of the General Post Office, referred, in the course of a luncheon speech, to the importance of government departments taking steps to inform the electorate of their activities. Publicity for government departments and other public bodies and for voluntary agencies was, he said, becoming a necessity which could not be neglected. Regarding the matter from the point of view of the Post Office, three reasons justifying the seeking of publicity were given. First there was the definite and direct selling of well-known facilities, such as the telephone; secondly, the making known of public services about which too little was known; thirdly, the securing of the general goodwill and co-operation of the public. Sir John Pybus, addressing the Publicity Club at Leicester recently, made reference to the satisfactory state of that city with regard to unemployment. By bold and judicious advertising they had built up a world reputation for good quality boots and hosiery and even for

newer products, such as typewriters. The speaker advocated a Jubilee year advertising campaign, both municipal and industrial, and reference was made to the highly successful advertising campaigns instituted by many cities. The speaker thought there was little doubt that the establishment of so many new industries in the South of England had been due to intensive private and municipal advertising campaigns, extolling the advantages of factory sites and local amenities. It has just been intimated that the practice of commercial advertising in post offices is to be discontinued. The Postmaster-General points out that there will be a considerable gain in the form of publicity space which can be utilised for the purposes of the Post Office and, he hopes, in the way of improvement of the general appearance of the public offices.

Housing Loans.

THE Housing Act, 1925, provides, by s. 92, for the advance of money by a local authority for the construction, alteration and acquisition of houses, with the restriction contained in sub-s. (4) of that section that such an advance shall not be made "if the estimated value of the fee simple in possession free from incumbrances of the house in respect of which the advance . . . is to be made or given exceeds fifteen hundred pounds . . ." The Standing Committee of the House of Commons which has been considering the Housing Bill has been occupied during its last two sessions with the provisions of cl. 67, sub-cl. (2), which provides that the limit specified in the foregoing sub-section shall be reduced to £800. In moving an amendment for the omission of the clause, it was said that people who wished to buy houses at prices between £1,500 and £800 would, if the clause stood, have to go to building societies, who exacted more onerous terms than the local authorities. Reference was made to the experience of the London County Council, which had been that, in 1934, out of 484 applications for advances, 271 were in respect of houses of prices between the above figures. Another member of the committee suggested that there ought to be a differentiation between London and other parts of the country. Against the amendment Mr. SHAKESPEARE, Parliamentary Secretary, Ministry of Health, pointed out that the main factor determining the figure of £800 was the price of building. Reference was made to the pre-war figure of £400 and to that in 1923 of £1,200. If the figure were fixed at £800, local authorities would be able to satisfy the same class of persons who were satisfied with an advance of £400 in pre-war times. It was a mistake, he said, to utilise public credit to compete with other agencies, provided that those agencies could offer the necessary facilities. A differentiation between London and the provinces had never been made, and it would not be advisable to establish it now. The amendment to retain the existing maximum was negatived by twenty-seven votes to seven, and a further amendment that the figure should be £1,000 was negatived by twenty-three votes to seven.

County Councils and Recent Statutes.

IN the course of an address given by the Minister of Health at the annual meeting of the County Councils Association at the Guildhall, and reported in *The Times* recently, reference was made to county councils' response to the obligations imposed or opportunities offered by recent statutes. The Local Government Act, 1929, made these councils primarily responsible for the recasting of the local government units which had become necessary. The Minister indicated that the resulting task of re-organisation is nearly completed and that well over 90 per cent. of the changes to be made as a result of the review of county districts by the county councils would be in operation at the beginning of the present month. With regard to the powers conferred on county councils by the same Act relative to hospital accommodation, Sir HILTON YOUNG said that the duty imposed by Parliament of separating the hospital treatment of the sick poor from the poor law as soon as possible should not be overlooked. The results of the Housing (Rural Workers) Act were disappointing. Some counties had done fine work in administering the Act, but he feared they were rather the exceptions. Sir HILTON said that he wished to pay tribute to the manner in which the county councils had been rendering help towards the solving of the long-standing problem of inadequate rural water supplies. The primary responsibility fell on the district councils and the main difficulty had been one of finance. Reference was made to the grant of £1,000,000 under the Rural Water Supply Act passed in March 1934 and to the contributions made by county and rural district councils. It was intimated that since the passing of that Act grants had been provisionally allocated in respect of schemes of a capital cost of £3,000,000, while loans of over £500,000 have been sanctioned for schemes proceeding without grant but, in most cases, with help from the county council.

Recent Decisions.

A SETTLEMENT, of which the Court of Appeal approved, was reached in the case of *Re Jean Crichton, an Infant* (*The Times*, 3rd April) on the hearing of an appeal from the decision of a Divisional Court reported at p. 181 of our issue of 9th March.

In *Deen* v. *Davies* (*The Times*, 6th April) the Court of Appeal dismissed an appeal from the Merthyr Tydfil County Court where damages had been awarded for personal injuries sustained as a result of a pony breaking loose by pulling away the wooden bar to which it was attached in the stable. SLESSER, L.J., observed that the case was one of particular circumstances which put a duty on the owner to take care.

In *Dewar* v. *Commissioners of Inland Revenue* (p. 272 of this issue), FINLAY, J., allowing an appeal on a case stated by the Speical Commissioners for Income Tax, held that a legatee was not liable to tax in respect of a sum which, representing interest due on a legacy, had not been received either personally or through an agent. It was, the learned judge intimated, impossible to say how the matter would go until the legatee either definitely renounced the interest or took it. The question arose out of an assessment to sur-tax, the Commissioners contending that the sum in question was at the material times at the disposal of the appellant and, as such, correctly included in the computation of his total income for the purposes of sur-tax.

The Solicitors' Clerks' Pension Fund.

IN last week's issue we published a report of the Annual Meeting of The Solicitors' Clerks' Pension Fund. There is a changing outlook upon the subject of pensions. Within the last generation, and in fact, since the Great War, the attitude of employers in commerce and industry towards their employees has shown a marked change for the better, and we are glad to find that this attitude is finding its expression in so conservative a body as the legal profession. Two hundred firms of solicitors, in London and the provinces, have entered the Solicitors' Clerks' Pension Fund during the first four and a-half years of its existence, and whilst we could have wished to see a larger figure, in view of the thousands of solicitors there are in practice, we feel that this is a start which augurs well for the future. In the past many aged clerks have been forced to drag on until they could do so no longer, and this has not been to the credit of the profession as a whole. Such clerks have had no choice between work and penury. The establishment of this fund will assuredly result in fewer of these cases being seen. Indeed, it will do much, as time goes on, to raise the status and dignity of a class who bear large responsibilities, and who are worthy of every consideration that can be shown them by their employers. It must be clear to all that the clerk whose mind is relieved of worry as to the future will give his employer more efficient service. We are glad to know that the first valuation shows the fund to be in a sound financial position. We wish it increasing success, and would invite solicitors to make their enquiries of the Secretary, at 2, Stone-buildings, Lincoln's-inn, W.C.2.

Innkeepers and Others.

FORGETFULNESS may be either a vice or a virtue, according to the number and nature of the occasions on which it is indulged. When it is a vice it frequently brings its own punishment in the shape of the loss of some article of trivial or substantial value left on the premises of a friend or in some place of public resort. It is human to err, but it is also human to try to find a scapegoat, especially one in possession of funds ample enough to compensate us for our errors. Actions against friends and against proprietors of public resorts for the loss of property will fail unless a bailment can be proved, or unless the defendant is an innkeeper. In *Ultzen* v. *Nicols* [1894] 1 Q.B. 92, an action against a restaurant keeper for the loss of an overcoat, a Divisional Court decided that a waiter's act of taking a customer's overcoat without being asked, and hanging it on a hook behind the customer, was evidence on which the jury could find a bailment. It should also be borne in mind that after the hurdle of proving a bailment has been successfully taken, there follows the sometimes difficult task of proving negligence.

The advantage of actions against innkeepers is that there is no need to prove either a bailment or negligence as against the defendant. When a guest brings goods to an inn the innkeeper has an absolute duty to keep them safely. "It signifies not," said Lord Esher, M.R., in *Robins & Co.* v. *Gray* [1895] 2 Q.B. 501, at p. 505, "so far as that obligation is concerned, if they are stolen by burglars, or by the servants of the inn, or by another guest; he is liable for not keeping them safely unless they are lost by the fault of the traveller himself."

That actions against innkeepers are not without their pitfalls was well illustrated in *Wright* v. *The Embassy Hotel* (1935), 79 SOL. J. 12, an action tried by Mr. Justice Avory and a jury. The plaintiff had left the defendants' hotel leaving the door of her room locked, but on her return she found that it had been forced, and jewellery estimated to be worth £2,500 had been stolen. The jury found that the defendants' hotel was a common inn, and that the defendants gave notice to the plaintiff that they did not hold themselves responsible for property belonging to visitors unless handed in at the office and a receipt obtained. They also found that it was a term of the plaintiff's contract of residence at the hotel that the defendants did not hold themselves responsible for property belonging to her unless handed in to the office and a receipt obtained. They found that the defendants were not guilty of negligence, but that the plaintiff was guilty of negligence causing the loss.

In his judgment on these findings, Mr. Justice Avory said that the only substantial question which he had to decide was whether an innkeeper could be absolved from his liability at common law by negligence on the part of the guest or traveller, where that negligence has occasioned the loss of property. His lordship held that on the authorities the law was that where a notice had been exhibited and brought to the attention of the plaintiff, as it had in the case before the court, the innkeeper was absolved from liability when the traveller had left money or valuable property in his room.

The first authority cited by Mr. Justice Avory was *Jones* v. *Jackson*, 29 L.T. 399. In that case a guest at an inn left a locked Gladstone bag in his room at 9 o'clock in the morning. The bag contained about £16, and there was a further sum of £9 13s. 9d. in the pocket of his trousers, which he left hanging over a chair. When he returned at 7.30 p.m. all the money was missing. A notice was exhibited in the bedroom that the proprietor would be happy to take charge of all valuables. Baron Bramwell's statement in that case that "it would be downright cruelty to make innkeepers liable in circumstances such as these" was quoted by Mr. Justice Avory. Other notable *dicta* included one by Baron Pigott: "The invitation embodied in the notice was equivalent to a warning of risk. After that warning it was negligent in the plaintiff to leave his property as he did." Chief Baron Kelly said with reference to *Oppenheim* v. *White Inn Hotel Co.*, L.R. 6 C.P. 515, that "where opportunity of placing property under the care of the landlord, or otherwise in safety, is given, but the customer neglects to avail himself of such opportunity, this constitutes such negligence as would exonerate the innkeeper in case of loss."

An exhaustive survey of the law on this point is to be found in *Oppenheim* v. *White Inn Hotel Co.*, *supra*. In that case the door was provided with a bolt, a lock and a key. The plaintiff neither bolted nor locked the door, and £27 which was in his trousers pocket in the evening was missing in the morning. Willes, J., examined the proposition of Lord Coke in *Calye's Case* (1584), 8 Co. Rep. 32A, that "it is no excuse for the innkeeper to say that he delivered to the guest the key of the chamber in which he lodged, and that he left the chamber door open." He referred to the judgment of Erle, J., in *Cashill* v. *Wright*, 6 E. & B. 894, where Lord Coke's statement was thoroughly examined, and where it was made clear that what Lord Coke meant was that the innkeeper was not, as a matter of law, absolved by mere delivery of the key, but he specified instances in which the innkeeper was absolved "by reason of the guest having taken the responsibility upon himself."

Mr. Justice Avory distinguished *Carpenter* v. *Haymarket Hotel Ltd.* [1931] 1 K.B. 365, on the ground that, although there was a notice exhibited in the room, there was evidence on which the judge could legitimately find, as he did, that the plaintiff had not been negligent.

That case deserves a little further consideration, in view of the terms of the notice exhibited in the room. The notice ran: "The company will not be responsible for any property lost in the hotel. Visitors are therefore earnestly requested to lock their doors and leave the keys with the hall porter, as the management cannot be held responsible for anything lost through visitors not locking their doors. All articles of value should be deposited at the office and a receipt obtained for the same. All instructions as to safe custody of luggage should be given to the hall porter." The plaintiff put a diamond ring valued at £45 in a jewel case which she then placed in a suit case, which she latched, but did not lock. She locked the door of her room, and on returning she found that the diamond ring was missing. The county court judge held that the plaintiff had taken reasonable care of the ring and that the defendants had not been negligent. He held, however, that he was bound by the decision in *Jones* v. *Jackson*, *supra*. Swift, J., pointed out that in the particular circumstances of *Jones* v. *Jackson* there was evidence on which the jury might find that the plaintiff herself had been guilty of negligence. His lordship said: "An innkeeper is at common law an insurer of the goods of the guest which are brought to the inn. He is relieved from the liability attaching to his position as an insurer if the loss of the goods has been occasioned by the negligence of the guest herself. He is also relieved from liability as an insurer if the guest has so conducted himself in relation to the goods as to show that he has released the innkeeper from the duty of affording protection to the goods and has himself undertaken the protection of them . . . To say that a guest at an inn leaves some property of value in his bedroom manifests an intention on his part to relieve the innkeeper of his common law liability to insure it against loss is to make an assertion which seems to me quite unarguable." The Divisional Court held the defendant liable. The statement by Mr. Justice Swift as to the law leaves nothing to be desired in the way of clarity and accuracy.

Finally, there is a hurdle which is often raised and sometimes brings plaintiffs to a fall in actions against hotel proprietors and other owners of houses of public and private entertainment. If the defendant is an innkeeper no negligence

need be proved against the defendant, who can only evade liability in the manner stated above. The defendant is usually anxious to raise the plea that he is not an innkeeper, a plea which was raised unsuccessfully in *Wright* v. *The Embassy Hotel*. "An inn is a house," said Best, J., in *Thompson* v. *Lacy*, 3 B. & A. 283, "the owner of which holds out that he will receive all travellers and sojourners who are willing to pay a price adequate to the sort of accommodation provided." In the same case, Bayley, J., defined an inn as a "house where the traveller is provided with everything which he has occasion for whilst on his way." A refreshment bar is not an inn if it has a separate entrance and is used by casual passers-by (*R.* v. *Rymer* (1877), 1 Q.B. 276), nor is a mere coffee-house (*Doe d. Pitt* v. *Laming* (1814), 4 Camp. 73), nor is a restaurant (*Ultzen* v. *Nicols*, *supra*). But if a restaurant is part of an hotel which is an inn, anyone who takes a meal there is a guest of the innkeeper: *Orchard* v. *Bush & Co.* [1898] 2 Q.B. 284. It was said, remarked Kennedy, J., in his judgment in that case (at p. 284) "that the dining room accommodated not only people who stayed at the hotel, but people who came there only for the purpose of getting a meal. There is scarcely an inn in the country where that is not done; and can it be said that the rights and liabilities of an innkeeper are thereby altered? . . . I agree with what was said in the notes to *Calye's Case*, *supra*: 'It is not necessary in order that a man may be a guest, so as to fix the innkeeper with this sort of liability, that he should have come for more than a temporary refreshment.'"

Fortunately for lawyers, absent-mindedness will endure as long as human nature, and there is a class of persons who have a natural predisposition towards losing their personal property. It is impossible to be wise before the event in these matters, and therefore the most one can do is to understand the legal principles applicable after the event.

The Cost of Killing.

[Contributed.]

The recent decision of *Flint* v. *Lovell* [1935] 1 K.B. 354 taken in conjunction with Law Reform (Miscellaneous Provisions) Act, 1934, opens up a vista of wide extension of liability in running-down cases, for it gives rise to the question whether the executors of a deceased person whose death resulted from an accident due to the defendant's negligence can recover damages for the shortening or complete curtailment of his life. The Law Reform Act, 1934, provides that "on the death of any person after the commencement of this Act all causes of action . . . vested in him shall survive . . . for the benefit of his estate." Actions for defamation, seduction and enticement of a spouse are expressly excepted from this rule and it is further provided that the damages recoverable in such an action shall not include exemplary damages and shall in the case of actions for breach of promise comprise the damage to the estate alone. Apart from s. 2 (*c*) which merely prevents the defendants from being charged with or taking credit for losses or gains to the estate consequent upon the death, e.g., money payable under an insurance policy, there are no other words in the Act which prejudice the generality of the provision quoted above. It appears therefore that the death of any person in whom a cause of action is vested does not affect the measure of damages recoverable provided that such damages are not exemplary damages. This conclusion is strengthened by the fact that the legislature thought it necessary expressly to provide that in the case of an action for breach of promise the damages shall be limited to the damage to the estate, thereby implying that apart from that express provision general damages could be recovered.

Apparently this is the view which Humphreys, J., took in the case of *Rose* v. *Ford* decided on 27th March last. He is reported in the *Daily Telegraph* as having said that "he had arrived at the conclusion not without hesitation that in any case where a complete cause of action in the deceased was proved the estate of that person if he died was entitled to recover damages and damages which the deceased himself could have recovered." In that case the plaintiff sued as administrator of his daughter's estate; the daughter was injured in a collision caused by the negligence of the defendant and died four days afterwards. Humphreys, J., awarded her estate £500 damages for the pain and suffering undergone between the date of the accident and of the death.

In this action damages for the curtailment of the life of the deceased were not claimed and it therefore cannot be taken as an authority on the question now being considered.

It is presumably quite clear that if in *Rose* v. *Ford* the plaintiff had been the executor of a septuagenarian such as Mr. Lovell in *Flint* v. *Lovell*, who had himself brought an action but failed to survive the congestion in the jury list, so that by the time the action came on for trial his executor had been substituted as plaintiff, the substituted plaintiff could have recovered damages for the shortening of the deceased's life. This seems to be the only logical result of the decision in *Flint* v. *Lovell*, which is thus explained by Greer, L.J.: "It is my considered judgment that under the rules as to measure of damage laid down in *Hadley* v. *Baxendale* the plaintiff's claim to damages on the ground that his life would be shortened was one on which he is entitled to succeed." *Flint* v. *Lovell* was a case in tort and Greer, L.J., seems to have referred to *Hadley* v. *Baxendale* on the assumption that the damages recoverable in an action of tort under *Re Polemis & Furness-Withy* are the same as the damages recoverable in contract under the first head of the rule in *Hadley* v. *Baxendale*, but it should be observed that Scrutton, L.J., in his dissenting judgment in the Arpad (1934), P. 189, said that the measure of damages in contract and tort is not the same, as "the second branch of the rule in *Hadley* v. *Baxendale* requires in the case of breach of contract where the damages are alleged to flow from the existence of another special contract which is affected by the breach of the first contract that . . . notice of the special contract or the probability of such a special contract being made is required" but "in the case of claims in tort damages are constantly given for consequences of which the defendant had no notice."

If damages are recoverable for the shortening of a plaintiff's life it must follow logically that even greater damages can be recovered for the complete curtailment of his life which is really an extreme shortening. It is doubtful whether Parliament intended this result; the Act was passed before *Flint* v. *Lovell* was decided and in that case Roche, L.J., said that in all his experience he knew of no case in which damages for shortening of life had been obtained. Moreover he expressed grave doubts as to the correctness of the legal decision on the ground that "this head of damage seems to involve inquiries and speculations inappropriate to and difficult for a court of law as for example the disposition and outlook on life as well as the material circumstances of the plaintiff."

These words of Roche, L.J., seem to indicate that he regarded the damages recoverable under this head as being the value put upon his own life by the plaintiff. It is difficult to understand exactly on what principle damages can be calculated; but a similar difficulty is encountered in the assessment of damages for pain and suffering. Possibly Roche, L.J., was contemplating cases in which the deceased might have returned a negative or a hesitating answer to the question on Sir Arthur Sullivan's memorial in Embankment Gardens "Is life a boon?"

With great deference to Roche, L.J., evidence as to the disposition and outlook on life of the plaintiff, it is suggested, ought to be inadmissible as too unreliable to be relevant and it is submitted that the main factor to be considered in assessing damages should be the extent in years by which

the life is curtailed below its normal expectation. The combined effect of *Flint* v. *Lovell* and the Law Reform Act, 1934, would appear to be that in certain circumstances such as the negligent slaughter on the highway of some young scion of litigious parents, substantial damages may be recovered.

Quo vita brevior eo majus damnum.

Company Law and Practice.

The Conclusiveness of a Certificate of Incorporation.

By virtue of s. 15 (1) of the 1929 Act, a certificate of incorporation given by the registrar in respect of any association is to be conclusive evidence that all the requirements of the Act in respect of registration and of matters precedent and incidental thereto have been complied with, and that the association is a company authorised to be registered under the Act. This section is derived from and reproduces s. 1 (1) of the 1900 Act, while s. 1 (2) and s. 34 (1) of the latter Act are reproduced by s. 15 (2) of the 1929 legislation; this subsection concerning itself with the evidence of compliance with the requirements which the registrar has power to accept as sufficient. Section 15 also repeats verbatim s. 17 of the 1908 Act.

It is difficult to appreciate the effect of s. 15 without some brief consideration of the position prior to 1900; for the corresponding section of the 1862 Act (s. 18) set out various conditions to be fulfilled before the certificate of incorporation could be issued, and then provided merely that a certificate of incorporation of any company given by the registrar should be conclusive evidence that all the requisitions of the Act in respect of registration had been complied with. In *In re Barned's Banking Company: Peel's Case* (1867), 2 Ch. App. 674, the memorandum of the company, when brought to the registrar for registration, was objected to by him as going beyond the prospectus, whereupon the bearer of it then and there, without any communication with the persons who had signed it, made alterations to remove the registrar's objections, and the registrar at once registered it in the altered form. It was held that, although the conduct of the registrar in knowingly registering a document which had been thus altered was most censurable, the company was duly constituted, the certificate of registration being, under s. 18 of the 1862 Act, conclusive evidence that the requisitions of the Act had been complied with. And in *Oakes* v. *Turquand & Harding* L.R. 2 H.L. 325, Lord Chelmsford, L.C., said, at p. 345: "I think the certificate prevents all recurrence to prior matters essential to registration, amongst which is the subscription of a memorandum of association by seven persons, and that it is conclusive in this case, that all previous requisites had been complied with." But in the case of *In re National Debenture and Assets Corporation Limited* [1891] 2 Ch. 505, the company was already in the course of a voluntary winding up under supervision, and on a petition for its compulsory winding up, a doubt was suggested whether the memorandum, although it purported to be signed by seven persons, was in fact signed by six persons only, one of the signatories having signed twice in different names. It was held by Kekewich, J., and by the Court of Appeal that the certificate of incorporation could not be treated as conclusive of the fact that seven persons signed the memorandum, and that if a less number had signed it the court had no jurisdiction to make a winding up order. The Court of Appeal, however, being satisfied on the evidence that seven persons had in fact signed the memorandum, made the order asked for. Furthermore, Lord Davey gave it as his opinion in the well-known case of *Salomon* v. *Salomon and Company Limited* [1897] A.C. 22, at p. 55, that, having regard to the decisions, it was not certain that s. 18, making the certificate conclusive evidence of compliance with all the statutory requisitions in respect of registration, would provide an answer to an argument that, on the facts of the case, there was no association of seven persons to be registered, and the registration therefore operated nothing, or that the so-called company was a sham and might be disregarded. The facts of this case are too familiar for me to detail them here, but what I have said so far is sufficient to show that before 1900 there was some doubt, raised by these and other decisions, upon the degree of conclusiveness of the certificate. Any doubts of this nature were set at rest by s. 1 of the 1900 Act, which, as I have said, was re-enacted by s. 15 of the Act of 1929; a view which has been adopted by the courts. The question was considered in *Bowman* v. *Secular Society Limited* [1917] A.C. 406, where the facts were as follows: The Secular Society Limited was registered as a company limited by guarantee under the Companies Acts, 1862 to 1893, the main object of the company, as stated in its memorandum, being "to promote . . . the principle that human conduct should be based upon natural knowledge, and not upon supernatural beliefs, and that human welfare in this world is the proper end of all thought and action." The court assumed that this object involved a denial of christianity, but held that it was not criminal, nor illegal in the sense of rendering the company incapable in law of acquiring property by gift. Lord Parker of Waddington observing, at p. 438, that the society was, *primâ facie*, a corporate body created by virtue of a statute of the realm, with statutory power to acquire property by gift, whether *inter vivos* or by will, summarised the appellant's argument to displace this *primâ facie* effect as follows: The objects for which the society was incorporated, as shown by its memorandum, are either actually illegal or conflicting with the policy of the law: therefore the society is an association incapable of incorporation under the Acts, i.e., an illegal association and incapable of acquiring property by gift. Lord Parker continued: "I do not think this argument is open to the appellants, even if their major premise be correct. By the First Section of the Companies Act, 1900, the society's certificate of registration is made conclusive evidence that the society was an association authorised to be registered, that is, an association of not less than seven persons associated together for a lawful purpose. The section does not mean that all or any of the objects specified in the memorandum, if otherwise illegal, would be rendered legal by the certificate. On the contrary, if the directors of the society applied its funds for an illegal object, they would be guilty of misfeasance and liable to replace the money, even if the object for which the money had been applied were expressly authorised by the memorandum. In like manner a contract entered into by the company for an unlawful object, whether authorised by the memorandum or otherwise, could not be enforced either in law or in equity. The section does, however, preclude all His Majesty's lieges from going behind the certificate or from alleging that the society is not a corporate body with the status and capacity conferred by the Act."

In *Cotman* v. *Brougham* [1918] A.C. 514, Lord Wrenbury remarked (p. 528): "The Act" (1908) "throws upon the registrar a great responsibility when it provides" (s. 17) "that his certificate of incorporation 'shall be conclusive evidence that all the requirements of this Act in respect of registration and of matters precedent and incidental thereto have been complied with.' Before registering a memorandum of association the registrar ought to consider whether the requirements of the Act have been complied with and to refuse registration if he conceives that they have not, bearing in mind that if he does not take that course he may put the court in the position in which your lordships find yourselves in the present case—a position in which you must assume that all requirements in respect of matters precedent and incidental to registration have been complied with and confine yourselves to the construction of the document." See also *Hammond* v. *Prentice Brothers, Ltd.* [1920] 1 Ch. 201.

The case of *Jubilee Cotton Mills, Ltd.* (*Official Receiver and Liquidator*) v. *Lewis* [1924] A.C. 958, is authority for the

statement that the certificate of incorporation is conclusive as to the date on which the company was incorporated. Section 16 (2) of the 1908 Act (reproduced verbatim by s. 13 (2) of the 1929 Act) was there under consideration; the relevant portions thereof are: "From the date of incorporation mentioned in the certificate of incorporation, the subscribers of the memorandum . . . shall be a body corporate by the name contained in the memorandum, capable forthwith of exercising all the functions of an incorporated company . . . " It was held by the House of Lords that those words "from the date of incorporation" mean and include any portion of the day on which the company was incorporated, and do not mean "from no part of that day but from the earliest part of the next day," since the law does not in this connection divide a day into hours and minutes, but means by a day, the date of which is given, the whole of that day. The point, which at first appears to be purely academic, is shown by the facts of that case to be the very reverse, and to possess great practical importance.

In *Bowman* v. *Secular Society, Ltd.* (to which I have already referred), some stress was laid on the public danger, or at any rate the anomaly, of the courts recognising the corporate existence of a company all of whose objects, as specified in its memorandum, are transparently illegal. Such a case is not likely to occur (as Lord Parker expressed himself at p. 439), for the registrar fulfils a quasi-judicial function, and his duty is to determine whether an association applying for registration is authorised to be registered under the Acts. A company with such objects could obtain registration only by misconduct or great carelessness on the registrar's part; in that event it would be open to the court to stay its hand until an opportunity had been given for taking the appropriate steps to cancel the registration.

In conclusion, as Lord Parker pointed out, s. 1 of the 1900 Act (and therefore also s. 15 of the 1929 Act) is not so expressed as to bind the Crown, and the Attorney-General, on behalf of the Crown, could institute proceedings by way of *certiorari* to cancel a registration which the registrar in affected discharge of his quasi-judicial duties had improperly or erroneously allowed.

A Conveyancer's Diary.

A LEARNED friend has asked me to comment upon the following difficult state of things:—

Registered Land—Protection of Purchaser of Equitable Interests.

Land was registered under the L.R.A., 1925. The registered proprietors are in fact trustees holding upon the statutory trusts for persons absolutely entitled in undivided shares.

One of the persons beneficially entitled to one share sold it, and transferred the share to the purchaser.

The purchaser's solicitors applied to lodge a priority caution under L.R. Rules, 1925, Rule 229 (4).

The Registrar refused to accept the priority caution on the ground that by virtue of s. 102 (2) of the L.R.A. no priority caution can be registered in such a case.

The question is whether or not the Registrar is right.

In considering this, I may begin by stating that the equitable interest of a person beneficially entitled to an undivided share seems to be a "minor interest" within the meaning of that expression as used in the L.R.A., 1925. The definition section of the Act (s. 3 (xv)) defines "minor interests" as (*inter alia*) (*a*) in case of land held on trust for sale, all interests and powers which are under the L.P.A., 1925, capable of being overridden by the trustees for sale . . ." By s. 2 (1) (ii) of the L.P.A. the interests of beneficial owners of undivided shares are "overreached"—(I like "overridden" better, but it is not the word used in the L.P.A.)—by a conveyance by the trustees for sale. Consequently such interests are "minor interests" under the L.R.A.

Now turn to s. 102 (2) of the L.R.A.:—

> "Priorities as regards dealings effected after the commencement of this Act between assignees and incumbrancers of life interests, remainders, reversions and executory interests shall be regulated by the order of the priority cautions or inhibitions lodged (in a specially prescribed form) against the proprietor of the registered estate affected, but save as aforesaid, priorities between persons interested in minor interests shall not be affected by the lodgment of cautions or inhibitions."

So far it would appear that the Registrar is right. The interests of a person beneficially and absolutely entitled to undivided shares are not life interests, remainders, reversions or executory interests and so such interests are not affected by cautions or inhibitions.

It follows, that if there were nothing more (which as we shall see there is) the purchaser of a beneficial undivided share would have to protect himself under s. 137 of the L.P.A., 1925.

Sub-s. (1) of that section reads:—

> "the law applicable to dealings with equitable things in action which regulates the priority of competing interests therein shall, as respects dealings with equitable interests in land, capital money, and securities representing capital money effected after the commencement of this Act, apply to and regulate the priority of competing interests therein."

This subsection applies whether or not the money or securities are in Court.

Then sub-s. (2) (ii) enacts:—

> "In case of a dealing with an equitable interest in the proceeds of sale of land or in the rents and profits until sale the persons to be served with notice shall as heretofore be the trustees for sale."

Sub-section (4) provides for a case where there are no trustees or none to whom a valid notice can be given, or for some reason notice cannot be given without unreasonable cost or delay. In such cases a purchaser may at his own cost require a memorandum of the dealing to be endorsed on or annexed to the trust instrument and require the instrument to be produced, and such memorandum, as respects priorities, operates as if notice in writing had been given to duly qualified trustees at the time of the endorsement.

The priorities of persons interested in things in action are determined by the order of notice given to the trustees or others holding the fund in which the equitable interest exists, and so notice to trustees holding land upon trust for sale is the proper way under that section of protecting and preserving the priority of a purchaser or mortgagee of a share in the proceeds of sale.

The difficulty arises in consequence of r. 229 (4) of the L.R. Rules, 1925, which is as follows:—

> "As regards registered land and registered charges, the registration of a priority caution shall take the place of any notice or endorsed memorandum which, in the case of unregistered land, would, under section 137 of the Law of Property Act, 1925, be given or made."

As it stands, this rule applies to all equitable interests, including those which are by s. 102 (2) of the Act stated not to be affected by the lodgment of cautions or inhibitions, that is, interests other than life interests, remainders, reversions and executory interest.

It seems, however, that the Registrar takes the view that the rule, although in terms applying to all equitable interest affected by s. 137 of the L.P.A. (including, of course, absolute interests in shares in the proceeds of sale of land held in trust for sale, e.g., upon the statutory trusts), yet the rule must be read in connection with s. 102 (2) of the L.R.A., and only applied to such interest as under that sub-section are to be affected with the lodgment of cautions or inhibitions.

Perhaps the Registrar is right, but I ought to refer to para. (5) of r. 229, which may have a bearing on the matter :—

" As respects registered land and registered charges, the provisions of s. 138 of the L.P.A., 1925, shall apply as if the Registrar were the trust corporation nominated for the purposes of that section and the minor interests index were the register therein referred to."

Section 138 of the L.P.A., 1925, makes provision whereby a trust instrument may nominate a trust corporation to whom notices of dealings affecting the trust property may be given, and whereby in default of such nomination the trustees of the instrument or the court may make the nominaion. A trust corporation so nominated must keep a register of notices of dealings in respect of equitable interests containing the particulars therein mentioned. Notices given to such trust corporation are to operate in the same way as notices or endorsements under s. 137.

Therefore, where a trust corporation has been nominated to receive notices under s. 138, so far as regards registered land subject to the trust instrument, the Registrar is the person to receive notices instead of the nominated trust corporation, and the index of minor interests takes the place of the register required to be kept by the corporation.

There is no sort of restriction in that case as to the nature of the interest affected, but it will be observed that para. (5) only refers to notices, not to cautions or inhibitions, and so, I think, it hardly affects the construction to be placed on para. (4). The Registrar is not likely to be burdened with many notices of that kind, for I, at least, have never heard of any nomination being made under s. 138.

Then there is para. (6) of r. 229, which is rather curiously worded—

" The foregoing provisions of this rule apply to priority inhibitions in like manner as they apply to priority cautions, save that, where the applicant claims to have acquired an absolute interest, free from any right of redemption, the entry shall be referred to as a priority inhibition."

Now, what does this mean ? Does it mean that a priority inhibition may be lodged whenever the applicant claims to have an absolute interest ? If so, it clearly applies to an absolute interest in the proceeds of sale of land held on the statutory trusts for persons in undivided shares. Or, do the words " free from any right of redemption " import that the applicant must be a mortgagee who claims that the equity of redemption has been extinguished ? Probably the latter, and in any case perhaps this paragraph of the rule applies only to those interests to which the Registrar contends para. (4) applies.

The conclusion that I have arrived at, though not without some misgiving, is that the Registrar is right, and a purchaser of an equitable undivided share cannot protect himself by a priority caution or inhibition, but may still do so by notice to the trustees under s. 137 of the L.P.A.

It is, however, all very unsatisfactory.

No great harm is done provided that the Registrar sticks to his guns and refuses to accept lodgments of priority cautions or inhibitions in all such cases. But, suppose at some time the court should hold (as well it might) that the Registrar has taken a wrong view, and thereafter he accepts (as he must) such priority cautions or inhibitions. Then those who have previously been obliged to rely only upon notices to the trustees and did not know of the court's decision might find themselves postponed to assignees subsequent in date to themselves, who lodged priority cautions or inhibitions. Nothing short of an Act of Parliament would put that right.

Section 102 (2) of the L.R.A. and r. 229 (4), (5) and (6) are badly drafted and ought to be revised.

I wonder whether the draftsman of s. 102 (2) was influenced by the marginal note to s. 137 of the L.P.A., which reads : " Dealings with life interests, reversions and other equitable interests." Those words do not appear in the text, which simply says " dealings with equitable interests." The marginal note is misleading, notwithstanding the addition of the words " and other equitable interests."

For my part I do not see why these equitable interests should be the subject of cautions or inhibitions. Priority cautions and inhibitions do not affect the right of the registered proprietor to deal with the land (L.R.A., s. 102 (3)), and I do not see why such interests as are within s. 102 (2) should be noticed at all.

Of course, cautions, inhibitions, or the like, which relate to some restriction upon the registered proprietor in dealing with the land (e.g., where the consent of some other person to a transfer or other dealing is required) are essential in any system of land registration, but I see no valid reason why persons having an equitable interest in land held on trust for sale should be entitled to use the registry for giving notice of dealings with which a purchaser from the registered owner has no concern.

Landlord and Tenant Notebook.

Technical Language Misapplied.

THERE is much to be said for, and much more against, expressing the provisions of leases and tenancy agreements in " plain " English ; but there is nothing to be said for employing legal expressions and phraseology traditionally limited to those instruments for the purposes of defining other relationships. If not directly in point, the recent decision in *Elliott* v. *Burn* [1935] 1 A.C. 84, contains this moral. The facts were that the respondents had let the surface of some land to a farmer, and had entered into an agreement with mine-owners by which the latter, who owned minerals beneath, became entitled, in consideration of annual payments, to withdraw support. Presumably the farmer's tenancy agreement contained a suitably qualified covenant for quiet enjoyment ; for it looks as if his enjoyment were liable to be disturbed by persons claiming through his landlords, and somewhat literally holding under himself. However, this was not what the proceedings were about. What happened was that the income tax authorities sought to assess the landlords under Schedule A in respect of the annual payments made by the mine-owners. Their contentions failed in every court, the decision being that the source of the income was not lands, tenements, hereditaments or heritages, but a right of support incidental to ownership of land, which right is not even an easement. All that had happened was that for a prescribed period the respondents had agreed not to enforce their right to damages for letting down the surface or to seek an injunction against such nuisance.

Put in this way, the matter seems obvious. But when one examines the agreement between the respondents and the mine-owners, one sees, while sympathising with anyone who has been pursued by officials right the way to the House of Lords, that to some extent they (the respondents) were the authors of their own misfortune. For the agreement ultimately construed as a temporary surrender of rights to support, sets about attaining its object by the assistance of the following expressions : lessors, covenants, rent, yielding and paying, demise, expiration or sooner determination of the term. Is it surprising that symptoms of this nature brought to the notice of Inland Revenue officials occasioned a diagnosis of clear case of Schedule A ?

This is not the first occasion on which the abuse of good legal language has led to protracted litigation, and I think the best example is afforded by the authority of *Edwardes* v. *Barrington* (1901), 85 L.T. 650, a case more immediately affecting landlord and tenant, in that the proceedings were for forfeiture. The plaintiff had granted the defendant an underlease of Daly's Theatre, the defendant covenanting not to assign, demise or part with the indenture or any estate

or interest therein without the plaintiff's consent. The underlease provided for re-entry on the breach of this covenant; and be it remembered that in those days there was no power to relieve against forfeiture for breach of that particular kind. The cause of forfeiture was an arrangement (to use a neutral expression) by which the defendant agreed that a form of caterers should have the right, and the sole right, of supplying refreshments, and should have the use of the bars and refreshment rooms for that purpose, for a specified period. Such was its effect when critically examined, and the plaintiff failed at first instance, in the Court of Appeal, and in the Lords, without securing the consolation of a single dissenting judgment. His persistence was, however, to some extent excusable by reference to the language of the document made by the underlessee and the caterers. To begin with, it was an indenture. Then it described the parties as landlord and tenants. It spoke of rent; it contained a proviso for re-entry on the rent being 21 days in arrear, or in certain other events; and—strangest feature of all—there was a full-blown covenant for quiet enjoyment. As Williams, L.J., put it, the grant of a licence or privilege was dressed in the dress of a lease of land. The criticism made by Lord Halsbury was more scathing. "I do not deny" said the Lord Chancellor, "that the documents themselves present a beautiful confusion of thought and language by the gentlemen who have contrived them, which was calculated to create the difficulties which all judges who have had to deal with the matter have experienced. Those who drew up the documents used words inappropriate to the particular thing with which they were dealing. But . . . we must, if we can, find out from the language of the instrument . . . . what were the real intentions of the parties. And really, but for the extremely confused and inaccurate use of technical words from time to time in the course of these instruments the object is clear enough." The instrument defining the relationship between the defendants and the catering concern "was framed apparently by attempting to adapt a common form of lease of land to the contract into which the parties were entering, and from time to time language is used—I think the strongest case is where you find the covenant for quiet enjoyment, and the payment of rent and so on—which is more appropriate to the ordinary transactions by way of conveyance and lease and covenants in a lease."

Laziness, lack of imagination, and the availability of printed forms account largely for this abuse of language; occasionally vanity on the part of a layman, or theories of salesmanship which attach value to exaggeration, have something to do with it. Of course, the less appropriate the language, the less harm is likely to be done; to borrow Lord Justice Williams' metaphor, clothing some transaction which is but remotely like a lease with the language of a lease will result in some apparition grotesque but recognisable rather than in a deceptive disguise. I myself am guilty of having once signed the counterpart of an elaborate tenancy agreement granting me parcels which consisted of a house-boat, for a term of two weeks; but, except for some qualms on the score of rent issuing from the land, suffered no ill-effects.

Our County Court Letter.

INVALID CLAIM FOR INGOING.

In a recent case at Hay County Court (*Wood* v. *Price*) the claim was for £76 11s. 11d. in respect of rent and ingoing, and the counter-claim was for £155 15s. 11d. as money lent. The plaintiff's case was that he had let his farm at a rent of £32 a year to the defendant, who was to take to the crops on valuation. The latter was fixed at £59 10s. 11d., and the rent outstanding was £17 1s., but the plaintiff (being unable to read or write) was unable to identify the receipts produced by the defendant. The defendant's case was that in 1926 he had lent the plaintiff £100, upon which interest had been paid to 1929. Further sums, amounting to £72 10s., had been lent, and in September, 1933, the defendant agreed to take over the farm, at an annual rent of £24 only, and to set-off the ingoing against the loans. His Honour Judge Roope Reeve, K.C., held that there had been a scheme of fraud against the defendant, as there was documentary evidence of the loans. The claim in respect of the 1926 loan was not statute-barred, as interest had been paid up to July, 1929. Judgment was given for the defendant on the claim, and also on the counter-claim for £113 5s. 11d., with costs.

THE CONTRACTS OF SHOP ASSISTANTS.

In the recent case of *Newstead* v. *Schneider* (trading as "Ann Shelley") at Ipswich County Court, the claim was for £4 15s. as damages for breach of contract. The plaintiff's case was that she received a postcard (on the 3rd December) engaging her for two months on trial as a sales lady at £1 2s. 6d. a week and commission. In her first week she sold £24 worth of gowns, but three young ladies were then brought from London, and the plaintiff was told she was not sufficiently experienced in gowns, and her services would no longer be required. The defendant's case was that the postcard meant that, if the plaintiff gave satisfaction whilst on trial, she would be kept for two months. After the dispute arose, she was in fact given the opportunity of working out the period. His Honour Judge Hildesley, K.C., observed that the defendant had engaged the plaintiff for two months, taking the risk of whether she was satisfactory. She could therefore only have been discharged (in less than two months) for gross misconduct, and the defendants were too late in offering to take her back on Christmas Eve. The plaintiff had obtained a permanent situation in January, and was entitled to judgment for the amount claimed, with costs.

THE ROADWORTHINESS OF CARAVANS.

In *Coad* v. *Hazlehurst* recently heard at Chesterfield County Court, the claim was for £15 as damages for fraudulent misrepresentation and breach of warranty. The plaintiff's case was that he was a variety artist, and required a mobile caravan for living accommodation while travelling about the country. These requirements were made known to the defendant, who offered a caravan which would "last the lifetime of the plaintiff's daughter, and would travel twenty miles a day." After two inspections, the caravan was bought for the above sum, and the plaintiff's daughter wrote on the receipt (by arrangement with the defendant) that the caravan was fit for the road. It was nevertheless unsatisfactory, and a caravan builder gave evidence that the sides were rotten with damp and the roof was leaking. The vehicle was in fact an old tram body, on a set of dray wheels, and was unfit for the road. His Honour Judge Longson held that, although the plaintiff was entitled to sympathy, he had not made out his case on the question of warranty. Judgment was therefore given for the defendant, with costs.

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

STREET ACCIDENT IN COURSE OF EMPLOYMENT.

In the recent case of *Hancox* v. *Pickford Bros.* at Newcastle-under-Lyme County Court, an award was claimed in the following circumstances: the applicant assisted in a bakehouse from 7 a.m. to 9 a.m., when he had an hour for breakfast. He then went out with a vanman, having no regular dinner hour, but they both lived close together, and the van was usually left near the vanman's home about 2 p.m. The applicant, while going home for his dinner, then took the opportunity of delivering bread to his mother and a near neighbour,

On one occasion the applicant had had dinner, and was returning from his home to the van, when he stepped aside to avoid a perambulator. In so doing, he slipped against a lamp-post, and (having brittle bones) he sustained a fractured leg, which kept him in hospital nine months. The respondents' case was that there had been a definite break and interruption in the applicant's work, and the accident did not arise in the course of his employment. His Honour Judge Ruegg, K.C., observed that there had been no similar case previously, but the applicant's primary duty was to deliver bread. If it was his duty to go to his mother's house, it was equally his duty to return to the van. For convenience, he also took refreshment, but it was all one transaction. An award was made of 14s. 3d. a week as for total incapacity, with costs.

AWARD FOR LOSS OF EYE.

In *Gough* v. *Sentinel Wagon Co. Ltd.*, at Shrewsbury County Court, the applicant's case was that (1) on the 2nd December, 1929, while working in the case-hardening department, he was struck in the right eye by a piece of hot metal; (2) the eye was removed, but he resumed work from March, 1930, until November, 1933, when he was given a week's notice on the ground of unsuitability; (3) his pre-accident wages were £1 11s., but (having received £1 a week as compensation) he had been unable to find work since his dismissal, and was entitled to a review. The medical evidence was that the applicant would be unable to wear an artificial eye, but that there was no sympathetic affection of the left eye. His Honour Judge Samuel, K.C., made an award (by consent) of £125 and twenty-five guineas costs.

NEUROSIS NOT AN ACCIDENT.

In *Evans* v. *United National Collieries Limited*, at Newport County Court, the evidence was as follows: (1) On the 29th November, 1933, the applicant had had an accident, in respect of which he was paid compensation until the 6th January, 1934; (2) at his own request, he was then certified as fit for work, but he had to give up after ten days, owing to shooting pains and giddiness. The applicant's medical evidence was that, every time he moved his head backwards, there was a click on the left side of the neck, which could be heard with a stethoscope. This reminded the applicant of the accident, and made him wonder what was going to happen, so that he was only fit for light work, and not heavy labouring. The respondents' medical evidence was that any disability was due to constitutional causes (and not to the accident) and that the applicant was capable of working fully. His Honour Judge Thomas was satisfied that the effects of the accident had passed away, and judgment was given for the respondents, with costs.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* The Solicitors' Journal.]

Counsel's Fees in Criminal Cases.

Sir,—In recent criminal proceedings we briefed counsel and on payment of his fees drew attention to what appeared to be an error in the calculation of the fees. Counsel's clerk informed us that the addition was intentional and represented an increase of 5 per cent. upon the brief fee. We requested him for some authority so that we might justify the excess on taxation. He stated that he had no authority but that counsel's clerks had agreed amongst themselves to make this additional charge in criminal cases and that it was now customary.

We applied to The Law Society for a ruling as to whether the increase was justified and whether it would be allowed in the event of a taxation.

We are informed by the secretary of The Law Society that no justification can be found for the additional 5 per cent., and further that it is stated in the annual statement of the Bar Committee for 1883/4 that barristers generally have never recognised any distinction between the scale of clerk's fees in civil and criminal proceedings.

We thereupon declined to pay the additional charge and informed counsel's clerk in question of the opinion of the secretary of The Law Society. The clerk at once withdrew his insistent demand.

We think this information may be useful to other members of the profession.

Vivash, Robinson & Co.

Norfolk Street, W.C.2.
2nd April.

Obituary.

Mr. S. POPE.

Mr. Samuel Pope, J.P., Magistrate at Clerkenwell Police Court, died on Monday, 8th April, in his sixty-seventh year. Mr. Pope, who was educated privately and at Trinity College, Oxford, was called to the Bar by the Middle Temple and joined the Northern Circuit. During the war he was a Commissioner under the Military Service (Civil Liabilities) Committee, and an Assistant Legal Adviser to the Ministry of Food. He was appointed Recorder of Burnley in 1915, and was the first Chairman of the Milk (Distributive) Trade Board for England and Wales, 1920-21. He was appointed a Metropolitan Magistrate in 1921, and sat at North London until 1926, when he was transferred to Clerkenwell.

Mr. H. S. BARKER.

Mr. Henry Shelley Barker, solicitor, senior partner in the firm of Messrs. H. Shelley Barker & Son, of Sheffield, died on Thursday, 4th April, at the age of sixty-six. Mr. Barker, who was educated at Rugby School, was admitted a solicitor in 1893.

Mr. A. de M. SEVERNE.

Mr. Arthur de Milt Severne, solicitor, head of the firm of Messrs. Kingdon & Severne, of Wirksworth, died recently at the age of seventy-eight. Mr. Severne, who was admitted a solicitor in 1878, was Clerk to the Commissioners of Taxes for the Wirksworth Division.

Mr. G. G. SMITH.

Mr. George Garner Smith, solicitor, a partner in the firm of Messrs. Evans, Lockett & Co., of Liverpool, died on Sunday, 7th April, at the age of fifty-eight. Mr. Garner Smith, who was educated at Charterhouse School, was admitted a solicitor in 1892.

Mr. S. SWIRE.

Mr. Samuel Swire, retired solicitor, of Manchester, died at his home at Parbold, on Saturday, 6th April, at the age of seventy-four. Mr. Swire, who was educated at Harrow and Christ Church, Oxford, served his articles with Messrs. Grundy & Kershaw, of London and Manchester. He entered into partnership with Mr. T. A. Higson in the firm of Messrs. Swire & Higson, of Manchester.

Mr. W. S. WEEKS.

Mr. William Self Weeks, M.B.E., F.S.A., solicitor, of Clitheroe, died on Tuesday, 9th April, in his seventy-ninth year. Mr. Weeks, who was admitted a solicitor in 1883, was senior partner in the firm of Messrs. Baldwin, Weeks and Baldwin, of Clitheroe. He had held many public offices, including those of Town Clerk of Clitheroe, Clerk to the Justices, and Clerk to the Urban District Council. He was made M.B.E. in the last New Year Honours List.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Wife's Costs in Divorce Proceedings.

Q. 3150. In a wife's proceedings for divorce is the husband liable for her costs as between solicitor and client as well as between party and party ?

A. The answer to the question is in the affirmative, but the excess costs (over and above those allowed in the Divorce Division on taxation) must be recovered as necessaries. For this purpose a separate action must be brought in the King's Bench Division, as in *Ottaway* v. *Hamilton* (1878), 3 C.P.D. 393, and *Michael Abrahams, Sons & Co.* v. *Hoffe-Miles* (1923), 40 T.L.R. 2.

Bastardy—Affiliation Order—Arrears—Defaulter in Scotland—Procedure for Enforcing.

Q. 3151. In July, 1933, A was adjudged the father of an illegitimate child before a court of English magistrates. After that date, for a few months, he paid the weekly sums that were due. Since the beginning of 1934, however, A has gone to live in Scotland. We have pointed out to the police that steps should be taken to issue and enforce a warrant of commitment under the provisions of s. 6 of the Summary Jurisdiction (Process) Act, 1881. The English police have been in touch with the Chief Constable of Aberdeen, who replies :—" I have been informed by the Governor of the Prison here that he cannot accept persons committed on warrants granted by the English Courts without the sanction of the Prison Authorities for Scotland. It would appear, therefore, that this is a matter which should be taken up between the appropriate Authority in England and the Prisons Department in Scotland." We should be glad if you could let us know the exact machinery available for enforcing the mother's rights.

A. It is not for the police to take steps to have a warrant issued. The mother should make an application to justices in England under s. 4 of the Bastardy Laws Amendment Act, 1872, for a warrant of apprehension in respect of the arrears. This warrant can be backed and executed in Scotland. There is no question of sending the man to a Scottish prison. He would be brought before the English justices, and if the arrears are proved and the amount not paid, committed to an English prison. The question of backing warrants of apprehension for bastardy arrears, in Scotland, is discussed in Lushington's " Affiliation and Bastardy," 5th ed., p. 128, note (*b*) and p. 160.

Will—Devise subject to Annuity for Life—Sale—Overreaching the Annuity.

Q. 3152. By the will of one SC, dated 21st February, 1919, and which will was proved on the 9th August, 1920, the testator, SC, devised three houses at Swanwick, Derbyshire, to his brother, GC, subject to his paying 4s. 6d. a week to the testator's widow during widowhood. An assent, dated 10th March, 1922, was signed by the trustees of this will as the personal representatives of the said SC, deceased, assenting to the above-named devise to the said GC, but subject to the payment by the said GC of the sum of 4s. 6d. a week to the said widow. The said GC is now by the effect of the L.P.A., 1925, and the S.L.A., 1925, entitled to a legal estate in fee simple in this property, and the trustees of the said will became trustees of the settlement. The said GC has now agreed to sell part of the said property to WRW, and, acting for the purchaser, I drew the conveyance making the widow of the said SC join in the conveyance, so as to free the same from the said annuity or charge of 4s. 6d. a week in her favour mentioned in the said will. The vendor's solicitors contend that the widow need not, and should not be a party to this deed as the charge of 4s. 6d. a week, so they state, shifts from the property to the purchase money, which is, of course, being paid to the trustees of the settlement. I am not satisfied that this contention is correct, as I see from a precedent in " Prideaux's Conveyancing," where a rent-charge was imposed on the property, the rent-chargee was, on the sale of that property, made a party to the conveyance so as to free the property from the said rent-charge, and it appears to me that this annuity is very much on the same footing as the said rent-charge. I shall be glad to know, whether you think that I should insist on the widow joining in the conveyance to my client, or whether I can safely accept the vendor's solicitors' contention that the said charge is shifted or will shift from the property to the purchase money when the conveyance is carried through.

A. From the form of the question we assume for the purposes of this reply that the vendor (GC) is selling as a person having the powers of a tenant for life (S.L.A., 1925, s. 20 (1) (ix)), and that, although he took the legal estate as such on 1st January, 1925 (L.P.A., 1925, Sched. I, Pt. II, paras. 3 and 6 (*c*)), a principal vesting deed has been executed in his favour so as to enable him to deal with the legal estate (S.L.A., 1925, s. 13). If these assumptions are correct then his conveyance will overreach the annuity, the burden of which will attach to the proceeds of sale (S.L.A., 1925, s. 72 (2)). The annuity subsists under the settlement (the will), and as an equitable interest (L.P.A., 1925, s. 1 (3)). A rent-charge, either perpetual or for a term of years, issuing out of land or charged on land is a legal interest and cannot be overreached (L.P.A., 1925, s. 1 (2) (*b*)). See as to the overreaching of equitable interests generally, L.P.A., 1925, s. 2.

Damage by Straying Cattle.

Q. 3153. In April, A entered into a verbal contract with B whereby A was allowed to place twenty cows on B's field for agistment purposes. Afterwards B gave A notice to remove the cows before 18th June, 1934. On 23rd June they had not been removed, and A promised B to do so. On 26th June the cows escaped from B's field through the gate and damaged property of C, who successfully sued B. What rights (if any) of indemnity or otherwise has B against A for the loss incurred as result of damage done by A's cows ?

A. The fact that C successfully sued B implies that the damage was the result of B's own act. The damage is therefore too remote for B to claim against A. It was held in *Theyer* v. *Purnell* [1918] 2 K.B. 333, that the landowner (such as B in the present case) was entitled to recover all such damages as were the natural consequence of the presence of the defendant's sheep on his land. In that case, however, the sheep trespassed in the first instance, whereas in the present case the cows were in B's field under a contract. The fact that they were not moved on the 18th June did not render A liable to B in tort. In any case, the escape was not a natural consequence of the cows being on the land, as they were there for agistment i.e., to be kept in by B. B has therefore no rights against A

To-day and Yesterday

Legal Calendar.

8 April.—"On Wednesday Evening, 3rd of April, 1754, Lord Chief Justice Lee was taken with an Apoplectic Fit; and died early on the following Monday Morning the 8th. He was a Gentleman of most unblemished and irreproachable Character both in public and in private life; amiable and gentle in his Disposition; affable and Courteous in his Deportment; cheerful in his Temper though grave in his Aspect; generous and polite in his Manner of Living; sincere and deservedly happy in his Friendships and Family-Connexions; and to the highest Degree upright and impartial in the Distribution of Justice. He had been a Judge of the King's Bench almost twenty-four Years . . . ."

9 April.—On the 9th April, 1874, the *Tichborne Case* once again occupied the Old Bailey, when one of the Claimant's witnesses, Jean Luie *alias* Carl Lundgren, the pretended mate of the "Osprey," stood in the dock to answer a charge of perjury. He conducted his own defence, and in his speech to the court protested in the face of an overpowering array of witnesses that he had indeed been on board the doomed ship and not, as the prosecution contended, in England. The jury took ten minutes to find him guilty and Brett, J., sentenced him to seven years' penal servitude.

10 April.—On the 10th April, 1778, Dr. Johnson and the faithful Boswell dined with Mr. Scott, afterwards Lord Stowell, at his chambers in the Temple, nobody else there. The conversation ranged over a wide field. They discussed how "subordination is sadly broken down in this age." They talked of fame, of war, of the military life, of the Great Wall of China, of Garrick, of Defoe, of Socrates and Charles XII of Sweden. At one point Johnson said: "Every man thinks meanly of himself for not having been a soldier or not having been at sea." Boswell: "Lord Mansfield does not." Johnson: "Sir, if Lord Mansfield were in company of General Officers or Admirals who have been in service he would shrink; he'd wish to creep under the table."

11 April.—On the 11th April, 1845, Thomas Hosker, a young man of twenty-two, was tried at the Old Bailey for murder. The murdered man, who had been a friend of his, had been found dead with his head battered in at a lonely spot in Hampstead. Subsequently his watch, his ring and other articles of property were found in the room of the accused, whose clothes were stained with blood. At the trial Hosker assumed an unconcerned and flighty manner, refused to be defended by counsel and read an incredible statement in which he told of a mythical girl to whom he had been betrothed, of her seduction by the prisoner, who, he alleged, had been killed by her brother in vengeance. The jury convicted him and he smilingly heard the death sentence from Mr. Justice Coleridge.

12 April.—Mary Edwards and her daughter decoyed a child away from her home, stole all her clothes and left her naked on the steps of Westminster Bridge. At the Westminster Sessions on the 12th April, 1804, they were tried for "feloniously stealing a quantity of wearing apparel." They were found guilty and sentenced to seven years' transportation.

13 April.—Sir William Garrow, Baron of the Exchequer, the son of a Middlesex clergyman, was born on the 13th April, 1760.

14 April.—Lord Chief Baron Dodd died on the 14th April, 1716, having presided in the Court of Exchequer for barely seventeen months. He was buried in the Temple Church. So brief a judicial career has necessarily left little trace on legal history. He belonged to the Inner Temple, where he was called to the Bar in 1679. His practice was successful but not sensational. On the accession of George I he was knighted, made a serjeant and raised to the Bench.

The Week's Personality.

William Garrow was born on the 13th April, 1760, at Monkton-Hadley in Middlesex, where his father the Rev. David Garrow, kept a school. The whole of his education he received in the parental class-room and long after he had attained eminence at the Bar the old man continued to follow his profession as a school-master, declaring that he was bent upon finishing the term of half a century in that employment. So while his father pursued his peaceful career young Garrow entered the legal profession at fifteen, being then articled to a City attorney who eventually advised him to go to the Bar. He was called there in 1783. Within the year a general election brought him his opportunity. He acted as assessor to the Sheriff of Hertfordshire, was retained in the London scrutiny for Mr. Sawbridge and was counsel for the great Fox in the Westminster scrutiny, addressing the House of Commons in an unpremeditated speech so forcible and luminous that even the opposing party applauded. From this beginning he climbed into the front rank so that it was doubtful "whether Erskine or Gibbs ever had such a hold as Garrow of the common business of the court. It is certain that he retained it far longer than either of them." In 1813 he became Attorney-General, and in 1817 he was raised to the Bench of the Court of Exchequer where he sat for nearly fifteen years.

Welsh in Wales.

His Honour Judge Artemus Jones complained of the studied disregard of the Welsh language in Welsh Courts when he gave evidence before the Royal Commission on the Dispatch of Business at Common Law. He illustrated his point with a story of an interpreter who was told to inform a Welsh-speaking prisoner that he might give evidence on oath, but would be cross-examined. The interpreter was not very expert and confusing two very similar Welsh words actually told him that he would be crucified. Such little misunderstandings, of course, occur in all bi-lingual countries, and there is the South African story of a judge who employed an interpreter to translate proceedings in his Court into Africaans. "Tell the witness the court is on the horns of a dilemma," he once said, when a difficult point arose. The interpreter turned to the witness: "The judge says he is now on the horns of an animal of which I myself have never before heard." A bi-lingual country like Wales may very justly consider itself entitled to bi-lingual judges, and surely we no longer have any affinity to the times when Lord Chief Justice Raymond, to ridicule a Bill for having English legal proceedings in English, could say: "Upon this principle, in an action to be tried in Pembroke or Caernarvon, the declaration and plea ought to be in Welsh." In 1731, that seemed the height of absurdity.

Suicide in Court.

The Los Angeles coroner recently returned a verdict of suicide at the inquest on a British major, who died in court from the effects of poison when called to answer a charge of running down four people with his motor car. Such tragic scenes are rare, and perhaps the most terrible on record was the death of the Reverend William Jackson. A clergyman of the established church in Ireland, the treason of which he was convicted was not unlike that of Sir Roger Casement in our own time, for during the French Revolutionary wars he went to France to plan an invasion of his country. On his return, in 1794, he was arrested, tried, and found guilty, but before he was brought up for judgment he had taken poison. He appeared in the dock in a state of profuse perspiration. "A dense steam was seen to ascend from his head and temples; minute and irregular movements of convulsion were passing to and fro upon his countenance; his eyes were nearly closed, and, when at intervals they opened, discovered by the glare of death upon them that the hour of dissolution was at hand." In this state he made a last proud effort to maintain an

expression of elaborate composure, but while his counsel was pleading in arrest of judgment he fell senseless in the dock. An apothecary pronounced him to be verging on eternity, and Lord Clonmel had just ordered an adjournment when the sheriff announced that the prisoner was dead. The body remained in the dock unmoved until the following day, when an inquest was held.

Reviews.

The Bench, the Bar and the Bear Garden from the Well of the Court. By "Veritas." 1935. Crown 8vo. pp. 76. London: Sir Isaac Pitman & Sons, Ltd. 2s. net.

This little volume of personal impressions of the legal world, covering a period of nearly fifty years, contains some interesting pen portraits of former judges and several good stories. Though one may not endorse all the judgments (Lord Esher's manners, for instance, are perhaps over-severely criticised) these pages are certainly worth perusing.

Taylor's Principles and Practice of Medical Jurisprudence. Ninth Edition. 1934. Edited by SYDNEY SMITH, M.D. (Edin.), F.R.C.P. (Edin.), D.P.H., Regius Professor of Forensic Medicine, University of Edinburgh. With a complete revision of the legal aspect by W. G. H. COOK, LL.D. (Lond.), Barrister-at-Law. In two volumes. Royal 8vo. Vol. I, pp. viii and (with Index) 878. Vol. II, pp. (with Index) 973. London: J. & A Churchill, Ltd. 63s.

A new edition of this world-famous work is an event in medico-legal circles. Every year the importance and the difficulty of the subject increase and the need for such an authority is emphasised. Hardly a month passes but we hear that in some court or another the matters with which "Taylor" deals so clearly and yet so exhaustively have been present in a form which means life or death to someone. The satisfactory answer to the riddle can most often be answered only by the strictest adherence to the principles which "Taylor" has laid down.

The general arrangement of the new edition follows that of the earlier editions, a convenient method in that it enables the practitioner to find his place the more easily. There is, of course, a good deal of new matter, the inclusion of which was necessitated by the many new statutes which relate directly or indirectly to law and medicine. Amongst others, the new edition deals with the Infant Life (Preservation) Act, 1929, the Sentence of Death (Expectant Mothers) Act, 1931, the Dangerous Drugs Act, 1932, the Pharmacy and Poisons Act, 1933, and the Children and Young Persons Act, 1933. The whole of the section relating to Lunacy has been revised in consequence of the passing of the Mental Treatment Act of 1930.

There are copious notes to the propositions set out in the text and valuable references to decided cases and to the proceedings of medico-legal institutions not only in England, but in foreign countries. The frequency of the references to the Medico-Legal Society of London is a well-deserved tribute to the efficiency and value of that association. While some of the authorities cited are of considerable age, they are none the less valuable, many being indeed the selection of the great Taylor himself. The present editors have been able to cite cases so recent as *R.* v. *Hare*, 1934, and the cases of *Rouse* and *Furnace*, in 1931 and 1933 respectively.

The work is manifestly of the highest usefulness to every member of the medical or legal profession whose work involves any of the matters dealt with in either of the two volumes and with the discussion of them in open court. To the layman also the treatment of the subject matter should be of the most absorbing interest, provided, of course, he be at all curious (and who is not ?) about those questions which are of so much importance in modern daily life. To the writer of sensational or detective fiction the work may also be commended, for many errors as to poisons and other causes of death which are common in such productions would have been avoided by even the most cursory glance at the relevant pages of "Taylor." The writer of a recent detective story, it is interesting to see, took all of his detective hero's learned lecture on the effects of arrow poisons from this source. It is a pity that more novelists do not avail themselves of this ready and authoritative assistance.

The new edition is excellently produced and will form a handsome addition to the library shelves. The editors are to be congratulated on what must have been a heavy task and one which has placed the professional world under a deep debt of gratitude to them.

Notable British Trials. The Trial of William Gardiner. Edited by WILLIAM HENDERSON. 1935. Demy 8vo. pp. xi and 332. London and Edinburgh: William Hodge and Co., Ltd. 10s. 6d. net.

The sixty-third volume of this series presents the amateur detective with an unusually absorbing exercise. The circumstances of this mysterious village crime which had its sequel in two exhaustive trials and two disagreements of the jury may give rise to endless speculation and theorising, for across the Border the verdict would almost certainly have been the cautious and non-committal "Not Proven." The text of the second trial only is here printed, since in all important particulars it substantially reproduced the first. It was the conduct of this defence which definitely established the late Sir Ernest Wild in the front rank of criminal advocates, and, even read in print, his closing speech stands out as a model of persuasive eloquence. The editor's introduction to this trial adheres to the best traditions of this series and his analysis of the events leading up to and surrounding the crime clarifies and illuminates the text of the trial, leaving the inquiring mind plenty of scope to seek and speculate on the true solution of a mystery which probably will never be definitely cleared up.

Books Received.

The Municipal Year Book, 1935. Edited by JAMES FORBES. Demy 8vo. pp. xlviii and (with Index) 1,588. London: The Municipal Journal, Ltd. 30s. net.

An Index to the Law Quarterly Review, Vols I–L. Compiled by EDWARD POTTON, Assistant Editor. 1935. Royal 8vo. pp. 102. London: Stevens & Sons, Ltd. 6s. net.

The Law Quarterly Review. Vol. LI. No. 202. April, 1935. Edited by A. L. GOODHART, D.C.L., LL.D. London: Stevens & Sons, Ltd. 6s. net.

Great Unsolved Crimes. 1935. Crown 4to. pp. 351. London: Hutchinson & Co. (Publishers), Ltd. 8s. 6d. net.

Rules of the Supreme Court, 1883–1935. Royal 8vo. pp. (with Index) 330. London: H.M. Stationery Office. 10s. net.

Examination Notes on Criminal Law. By J. A. BALFOUR, of the Middle Temple and the South-Eastern Circuit, Barrister-at-Law. 1935. Demy 8vo. pp. viii and (with Index) 83. London: Sir Isaac Pitman & Sons, Ltd. 3s. 6d. net.

The Principles and Practice of Accident Insurance. By G. E. BANFIELD, A.C.I.I., of the Middle Temple, Barrister-at-Law. Second Edition, 1935. Demy 8vo. pp. xi and (with Index) 198. London: Sir Isaac Pitman & Sons, Ltd. 6s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London, Liverpool and Birmingham.]

Notes of Cases.

Court of Appeal.

Hogg *v.* Toye & Co., Ltd.

Lord Hanworth, M.R., Romer and Maugham, L.JJ.
18th and 19th February, 1935.

Copyright—Anonymous Work—Publisher—Action for Infringement—Proceedings on Behalf of True Owner—Copyright Act, 1911 (1 & 2 Geo. 5, c. 46), s. 6 (3).

Appeal from a decision of Clauson, J.

Editions of "The Perfect Ceremonies of Craft Masonry" appeared in 1874, 1896, 1901, 1905 and 1906, and bore on the fly-leaf the words: "Privately printed for A. Lewis," no author's name appearing. The 1896 edition was a new work for the purposes of the Copyright Act, 1911, but there was no evidence who was the author or compiler. Subsequent reprints substantially reproduced that work. There was no evidence who A. Lewis was, but from some time between 1901 and 1905, one, John Hogg, carried on a publishing business of masonic rituals under that name, until his death, in 1909. He bequeathed his whole business, goodwill and stock-in-trade, including the masonic rituals and books issued by him under the name of A. Lewis, to his nephew, Godfrey Hogg, who, when he died in 1922, bequeathed all his property to the plaintiff, his widow. There was no evidence that anyone, other than John Hogg, Godfrey Hogg, and the plaintiff, had ever published similar books under the name of A. Lewis. In 1926 and 1929, the plaintiff published two further editions prepared by persons in her employment. In an action in which she sought to restrain the company from publishing a verbatim reproduction of the work, Clauson, J., gave judgment for the defendants.

Lord Hanworth, M.R., dismissing the appeal, said that there was no sufficient proof that the copyright formed part of the personal property of John Hogg in 1909. Further, on the facts found, the editions of 1926 and 1929 did not give a separate and independent copyright under s. 5 (1) (*b*) of the Copyright Act, 1911. The copyright originated in and stood on the work of 1896, and for this purpose the plaintiff relied on a presumption given in s. 6 (3) of the Act. Since in this case the defendants put in issue both the existence of the copyright and the plaintiff's title, sub-cl. (*b*) of the sub-section had to be considered. In the case of an anonymous work, when "a name purporting to be that of the publisher or proprietor of the work is printed or otherwise indicated thereon," this sub-clause gave such person a *locus standi* as the plaintiff to stop infringement without disclosing the author's name, but it did not enure for the benefit of persons whose names were not so printed and could not prove a derivative title from an antecedent copyright. The words "to be" should not be read as "to have been." On the hypothesis that there was an original copyright in 1896, it was not shown that it was vested in the plaintiff, and the presumption she contended for went beyond the words of the sub-section.

Romer and Maugham, L.JJ., agreed.

Counsel: *Schiller*, K.C., and *Macgillivray*; *Morton*, K.C., and *G. Streatfeild*.

Solicitors: *Perowne & Co.*; *T. J. Robinson & Son*.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

Lord Eldon *v.* Hedley Brothers.

Greer and Slesser, L.JJ., and Eve, J.
25th, 28th and 29th January, 18th and 25th February, 1935.

Landlord and Tenant—Tenancy of Farm—Agreement Not to Dispose of Hay—Breach—Sale of Goods—Distress for Rent—Removal of Hay by Purchaser—Landlord's Claim for Damages—Sale of Distress Act, 1689 (2 Wm. & M., sess. 1, c. 5), s. 3—Sale of Farming Stock Act, 1816 (56 Geo. 3, c. 50), s. 11—Sale of Goods Act, 1893 (56 & 57 Vict., c. 71), s. 17—Law of Distress Amendment Act, 1908 (8 Edw. 7, c. 53), s. 1—Agricultural Holdings Act, 1923 (13 & 14 Geo. 5, c. 9).

Appeal from a decision of H. H. Joy, Esq., Commissioner of Assize.

In May, 1926, a farmer took a tenancy of a farm from the plaintiff. The tenancy was from year to year. The tenant agreed *inter alia* not to dispose of any hay grown on the farm, but to consume it by stock on the farm. In May, July and October, 1932, he contracted to sell to the defendants eight stacks of hay standing on the farm; "Cutting and tying to be done by Hedley Brothers, delivery of same to be taken when convenient. . ." At that date, the tenancy could not have been determined before May, 1934, but in November, 1932, the landlord agreed that the tenancy should determine in May, 1933. In January, 1933, the plaintiff, having heard of the contracts, gave the defendants notice that the tenancy was about to terminate and that they would only recognise the contracts on condition that the hay was consumed on the holding. On 13th February, 1933, the plaintiff levied a distress for arrears of rent and the bailiff found the defendants in process of removing the hay. Despite the bailiff's presence, it was all removed. On 14th February, the defendants served on the plaintiff a notice under s. 1 of the Law of Distress Amendment Act, 1908, that the tenant had no beneficial interest in the goods distrained. The tenant left the farm in March, 1933. The plaintiff sued the defendants for damages for pound-breach under s. 3 of the Sale or Distress Act, 1689, and, alternatively, for damages for removal of the hay contrary to s. 11 of the Sale of Farming Stock Act, 1816. The learned Commissioner gave judgment for the defendants.

Greer, L.J., allowing the appeal, said that in construing the contract the court could look at the surrounding circumstances (see *Roe* v. *Siddons*, 22 Q.B.D. 224, at p. 233, and *Brown* v. *Fletcher*, 35 L.T. 165, at p. 167). Taking into consideration the terms of the contracts, the conduct of the parties and the special circumstances of the case, it was intended that the property in the stacks should pass at the date of the contracts. The special terms authorising the defendants to refuse to take delivery of unmarketable hay did not prevent the property from passing. On refusal, the hay would revest in the seller. In so deciding, his lordship was applying the provisions of s. 17 of the Sale of Goods Act, 1893, and holding that rules 2 and 3 of s. 18 did not apply because a contrary intention appeared by reason of the considerations mentioned in s. 17. This view was in accordance with *Martineau* v. *Kitching*, L.R. 7, Q.B. 436. The property having passed, the defendants were not liable for pound-breach. The question remained whether they were liable under s. 11 of the Sale of Farming Stock Act, 1816, which was held to apply in *Wilmot* v. *Rose*, 3 E. & B. 563. In the present case, the tenant was not freed from the obligations of his contract with his landlord by s. 30 (1) of the Agricultural Holdings Act, 1923, and the defendants as purchasers from him stood in his shoes. The appeal must be allowed.

Slesser, L.J., and Eve, J., agreed.

Counsel: *Collins*, K.C., and *Aggs*; *Scott*, K.C., and *C. Fenwick*.

Solicitors: *May, May and Deacon*; *Jacques & Co.*, agents for *J. E. Freeman & Son*, of Darlington.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

Wells *v.* Myddleton and Others.

Greer, Slesser and Maugham, L.JJ.
13th, 14th and 18th March, 1935.

Contract—Boxing—Referee—Withdrawal of Licence—Board of Control—Whether Adequate Notice of Charges Given—Natural Justice.

Appeal from a decision of Avory, J.

After a boxing contest at the Albert Hall the British Boxing Board of Control withdrew the plaintiff's licence to act as referee. At the contest his award of a draw had been received with dissatisfaction by the audience. It had also been adversely commented on in the press. The plaintiff claimed a declaration that the withdrawal of the licence was invalid. Avory, J., held that the Board had not acted maliciously or illegally or beyond the powers of their rules. His lordship also held that the plaintiff was given sufficient and proper notice of what he was called upon to explain, namely, his conduct in refereeing the fight at the Albert Hall, and that this was made abundantly clear to him at the meeting of the referees' committee. Finally, his lordship held that incompetence might mean misconduct within the meaning of the regulations especially having regard to the phrase "including conduct detrimental to the interests of the public." By direction of his lordship the jury found a verdict for the defendants.

GREER, L.J., dismissing the appeal, said that the board was a domestic tribunal to which the principles applicable were those set out by Scrutton, L.J., in *Cookson* v. *Harewood* [1932] 2 K.B. 478, at p. 481, where he said: " . . . One of the rules of natural justice is that you should give the person whom you are going to affect notice of what is alleged against him and an opportunity of being heard." No question arose as to jurisdiction. The point was whether reasonable notice was given to the plaintiff. In *Maclean* v. *The Workers Union* [1929] 1 Ch. 602, Maugham, J. (as he then was), observed, at p. 624, that a person who joins an association governed by rules under which he may be expelled has no legal right of redress if he be expelled according to the rules. In this case the plaintiff knew perfectly well the charge against him which the tribunal was to consider. The learned judge was justified in the course he took.

SLESSER, L.J., dissented, and MAUGHAM, L.J., agreed.

COUNSEL: *Serjeant Sullivan*, K.C., *Martin O'Connor* and *Miss Colwill*; *Sir Patrick Hastings*, K.C., and *Tristram Beresford*.

SOLICITORS: *Edmond O'Connor & Co.*; *Ellis & Ellis*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

MacKay *v.* London General Insurance Co., Ltd.

Swift, J. 13th March, 1935.

INSURANCE, MOTOR—THIRD PARTY—CLAIM TO INDEMNITY UNDER POLICY IN RESPECT OF LIABILITY FOR ACCIDENT—INACCURATE ANSWERS IN PROPOSAL FORM—POLICY VOID.

In this action H. M. G. C. MacKay claimed a declaration that a policy of motor-car insurance, dated the 24th September, 1932, issued to him by the defendants, the London General Insurance Co., Ltd., was a valid policy, and that under it the plaintiff was entitled to be indemnified in respect of a judgment for £830 damages for personal injuries and costs obtained against him by a Mrs. Goodge, who was injured by the plaintiff's motor-car mentioned in the policy. The defendants admitted the policy, but repudiated liability on the ground that the answers to certain questions in the proposal form were untrue, namely: "(7) Has any office or underwriter refused, cancelled or declined to accept or renew such insurance or required an increased premium or special conditions?—No. (8) Have you or your driver ever been convicted or had a motor licence endorsed?—No." In fact, in February, 1931, another insurance company had required the plaintiff to take the first £2 10s. of the risk, and he had once been fined for driving with defective brakes.

SWIFT, J., said that the plaintiff very naturally assumed that he was going to be indemnified by the company. As a matter of fact, as he (his lordship) found, some three years ago, as a boy of eighteen, the plaintiff had desired to insure his motor-bicycle and the company then concerned had required him to take the first £2 10s. of the risk. That was either an additional premium or a special condition, and, inasmuch as he was so inadvertent as to say "No" to question 7, he had made an inaccurate statement. Further, at one time, he had been fined 10s. because a nut on his motor-bicycle was loose and, in overlooking that conviction, months, if not years, before, the plaintiff had again made an inaccurate answer. He (his lordship) was quite satisfied that both those answers were quite immaterial. If the plaintiff had told the truth with its full detail the defendants would not have dreamt of refusing him, and would have jumped at his premium. But after the accident had occurred they sought to repudiate liability on the ground of those inaccurate statements. Unfortunately, he could do nothing to assist the plaintiff, for the law was quite clear. It was laid down by Lord Haldane in *Dawsons, Ltd.* v. *Bonnin* [1922] A.C. 413: "If the respondents can show that they contracted to get an accurate answer to this question, and to make the validity of the policy conditional on that answer being accurate, whether of material importance or not, the fulfilment of this contract is a condition of the appellants' being able to recover." Much as he sympathised with the plaintiff, he could not find that those two answers were accurate, and there must be judgment for the defendants, with costs.

COUNSEL: *M. O'Sullivan* (*Martin O'Connor* with him) for the plaintiff; *E. R. Guest* (*G. O. Slade* with him) for the defendants.

SOLICITORS: *Wm. Gorringe & Co.*; *Stafford Clark & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Grauds and Another *v.* Dearsley.

Talbot, J. (sitting with a Nautical Assessor). 14th March, 1935.

INSURANCE, MARINE—TOTAL LOSS—FOUNDERED—VESSEL CAST AWAY—POLICY VOID.

In this case the plaintiffs, a Latvian woman and her husband, claimed for a total loss of their ship, the "Evermore," under a policy of marine insurance subscribed by the defendant. The plaintiffs insured the "Evermore" for a period of six months from the 8th January, 1933, to the 8th July, 1933, by a Lloyd's policy of marine insurance subscribed by the defendant. The policy covered the usual perils, including perils of the seas, and included a clause making further provision for insurance as follows: "This insurance also specially to cover loss or damage to hull or machinery directly caused by the following . . . explosions on shipboard or elsewhere, bursting of boilers, breakage of shafts or any latent defect in the machinery or hull . . . negligence of master mariners, engineers or pilots, provided such loss or damage has not resulted from want of due diligence by the owners of the vessel or any of them or their managers." On the 9th April, 1933, the "Evermore" foundered in the Bay of Biscay. The plaintiffs claimed under the policy, contending that the loss had been caused by perils of the seas or, alternatively, by something which occurred on board and amounted to an explosion within the meaning of that word in the policy. The defendant refused to pay. He denied that the loss was caused by any peril insured against, and contended that the steamer had been deliberately cast away with the knowledge and connivance of the plaintiffs.

TALBOT, J., said that the first question was whether the loss was one of the kind which was covered by the policy. He reviewed the evidence at length and said that he did not form a favourable opinion of the plaintiffs' witnesses, and apart from their demeanour the whole story was obscure and unsatisfactory. He accepted the evidence of the ships which came up in answer to the S.O.S. call, that it was a moonlight night with the sea as calm as it ever could be; that the crew after taking to the boats were in no sort of danger; that they waited calmly to see their ship go down and then went

aboard the rescuer. He concluded that the captain and the chief engineer, at least, must have been in a plot to sink the ship, and gave false evidence because they knew that the circumstances of the sinking were, at least, suspicious. On the whole of the evidence he had come to the conclusion that the plaintiffs had not succeeded in proving that the loss was due to perils of the sea or to explosion. On the contrary, he was satisfied that it was not. The ship had been deliberately cast away, and he found that it was wilfully cast away with the connivance of the male plaintiff. Judgment for the defendant, with costs.

COUNSEL: *van den Berg*, K.C., and *McNair*, for the plaintiffs; *Miller*, K.C., *Owen Bateson* and *C. N. Shawcross*, for the defendant.

SOLICITORS: *William A. Crump & Son; William Charles Crocker.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Dewar *v.* Commissioners of Inland Revenue.

Finlay, J. 5th April, 1935.

REVENUE—SUR-TAX—INTEREST ON LEGACY—NOT SUBJECT TO TAX UNTIL ACTUALLY RECEIVED—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40), Sched. D, Case III.

This was an appeal, on a case stated by the Special Commissioners for Income Tax, by John Arthur Dewar against an assessment to sur-tax in the sum of £50,180 for the year ending the 5th April, 1933. By his will, dated the 22nd October, 1927, the appellant's uncle, Lord Dewar, bequeathed to the appellant a legacy of £1,000,000 free of legacy duty. The appellant was also residuary legatee to the extent of two-thirds of the residue of Lord Dewar's estate. Lord Dewar died on the 11th April, 1930. As from the 11th April, 1931 (one year from the date of Lord Dewar's death), the legacy of £1,000,000 in law carried interest at 4 per cent. per annum on such part of it as was for the time being unpaid. The first payment received by the appellant in respect of the legacy was made on the 14th April, 1932, of £30,000, and other payments were made on various later dates. Lord Dewar's estate was at all material times sufficient to enable interest to be paid on the legacy. On or about the 14th April, 1932, the appellant, acting on the advice of his accountant, decided to allow the question of interest on the legacy to stand over, and he had not at any material time received any sum in respect of interest. It was stated by the appellant's counsel before the Special Commissioners that the appellant at the date of the appeal had made no election whether or not he would claim the interest. The assessment appealed against included a sum of £40,000, representing interest at 4 per cent. on the legacy of £1,000,000. It was contended for the appellant that in computing his total income for the purposes of sur-tax, no sum fell to be included in respect of interest on the legacy, and that the assessment should be reduced by £40,000. It was contended for the Commissioners of Inland Revenue that the sum of £40,000 was at all material times at the disposal of the appellant, and was therefore correctly included in the computation of his total income for the purposes of sur-tax, and that the assessment was correct in principle and should be affirmed. The Commissioners held that the £40,000 had been correctly included, and they affirmed the assessment.

FINLAY, J., said that in the case of *Lambe* v. *Commissioners of Inland Revenue* [1934] 1 K.B. 178, a man was entitled to interest which might or might not be paid, and he (his lordship) had held, reversing the Commissioners, that there was no receipt of income because nothing had in fact come in. The principle for which the appellant had contended in the present case was rather close to that. Here, also, there was no income, because nothing had come in. But the Crown said, in effect, "I agree that it must be income, and that it must be received, but if the person makes an application of it (as in this case by leaving it in the residue) he must be taken to have received it and paid it away again." He (his lordship) decided that tax was not chargeable, because the appellant had never received the £40,000 personally or by any agent. Appeal allowed, and the duty must be repaid with interest at 3½ per cent.

COUNSEL: *Sir Leslie Scott*, K.C., *A. M. Latter*, K.C., and *A. Andrewes-Uthwatt*, for the appellant; *The Attorney-General* (Sir Thomas Inskip, K.C.), and *R. P. Hills*, for the Commissioners of Inland Revenue.

SOLICITORS: *Jacobson, Ridley & Co.; Solicitor of Inland Revenue.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.

	PAGE
Arden, *In re*; Short *v.* Camm	68
Astor *v.* Perry (Inspector of Taxes)	231
Attorney-General *v.* Valle-Jones	126
B. *v.* B.	216
Batchelor *v.* Smith	49
Bevis *v.* Bevis (No. 1)	194
Birmingham Corporation *v.* Barnes (Inspector of Taxes)	213
Bolsom Brothers (1928) Ltd., *In re*	68, 214
Britain Steamship Co. Ltd *v.* Louis Dreyfus & Co. of New York	196
British Celanese Ltd. *v.* Courtaulds Ltd.	126
Brown *v.* Monmouthshire County Council; Thom *v.* Same; Partridge *v.* Same; Buckley *v.* Same	215
Browning (Inspector of Taxes) *v.* Mrs. A. F. Duckworth	49
Charrington & Co. Limited *v.* Simpson	144
Clayton *v.* Kearsey	180
Consett Iron Co. Ltd. *v.* Clavering	251
Constantinidi *v.* Ralli	195
Crichton, Jean, an Infant, *In the matter of*	181
Dawsons Bank, Ltd. *v.* Japan Cotton Trading Co., Ltd.	213
Dawson *v.* Hill (No. 2)	86
Dawson *v.* Spaul	162
De Trafford *v.* Attorney-General	194
Elderton *v.* United Kingdom Totalisator Co. Limited	126
Elliot *v.* Joicey	144
Forster and Another *v.* Williams Deacon's Bank Limited	145
Gerber *v.* Pines	13
Harman *v.* Layton-Bennett	108
H.M. Postmaster-General *v.* Southgate Corporation	181
Howard *v.* Pickfords, Ltd.	69
Hurst, *In re*: Harper *v.* King Edward's Hospital Fund for London	252
King-Emperor, The, *v.* Dahu Raut (Four Consolidated Appeals)	231
Kneen (Inspector of Taxes) *v.* Martin	31
Knight *v.* World Barter and Trading Co. Ltd.	214
Kramer, *In re*	215
Lancashire County Council *v.* Southport Corporation	11
Land *v.* Burton and Others	180
Lane *v.* John Mowlem & Co. Ltd.	31
Leng *v.* Dodgshon	127
"London Corporation," The	86
Lovegrove, *In re*; *Ex parte* Applestone and Another *v.* The Trustees	145
Maris and Another *v.* The London Assurance	163
Marshall *v.* Lindsey County Council	251
Midland (Amalgamated) District (Coal Mines) Scheme, 1930, *In re*. James Oakes & Co. (Riddings Colliery) Limited *v.* Executive Board	215
Nicholson *v.* Southern Railway Co. and Another	87
Patel Chhotabhai (since deceased) and Others *v.* Basak and Others	250
Powell *v.* Streatham Manor Nursing Home	179
R. & W. Paul Ltd. *v.* Wheat Commission	86
Railways (Valuation for Rating) Act, 1930, *In re*. *In re* Appeals by the Southern Railway Company and Others from a Decision of the Railway Assessment Authority	127
Rex *v.* Haddon	180
Rex *v.* Licensing Authority for West Midland Traffic Area: *Ex parte* Great Western Railway Co.	109
Rex *v.* Sir R. F. Graham-Campbell; *ex parte* Herbert	12
Rex *v.* Trustees of Executive Board of Midland (Amalgamated) District (Coal Mines) Scheme, 1930; *Ex parte* Manvers Main Collieries, Limited	162, 251
Robinson *v.* Graves	180
Simeon *v.* Minister of Health	109
Solicitors, *In re*; *In re* Taxation of Costs	49
Southern Railway Company *v* Boots Pure Drug Company Limited	109
Stein *v.* Gates	252
Stewart (Inspector of Taxes) *v.* Lyons	31
Stuart *v.* Haughley Parochial Church Council	232
Tarry *v.* Chandler	11
Thomas *v.* Jacobs	231
Thompson *v.* London & North Eastern Railway Co.	195
Walker's Settlement, *In re*; Royal Exchange Assurance *v.* Walker	195
Wenner *v.* Morris	252
Williams-Ellis *v.* Cobb	11
Wright *v.* The Embassy Hotel	12
Yagerphone Limited, *In re*	162

Mr. John Barker, solicitor, of Grimsby, left estate of the gross value of £63,759, with net personalty £57,325. He left: £100 to Grimsby and District Hospital; £100 to Grimsby and District Hospital, the income to be paid at the time of her annual leave to the nurse at that hospital whom the management committee shall consider most deserving; £100 to the National Adult School Union, the income to be paid at the time of his or her annual leave to such of the permanent officials thereof whom the hon. secretary and hon. treasurer consider most deserving.

Parliamentary News.

Progress of Bills.

House of Lords.

Army and Air Force (Annual) Bill.
Read Third Time. [9th April.
Baildon Urban District Council Bill.
Read Third Time. [10th April.
Beckenham Urban District Council Bill.
Read First Time. [9th April.
Boston Corporation Bill.
Read Second Time. [10th April.
Bournemouth Corporation Bill.
Read Second Time. [10th April.
Bournemouth Gas and Water Bill.
Read First Time. [9th April.
Bristol Tramways Bill.
Read Third Time. [10th April.
Bury and District Joint Water Board Bill.
Read Third Time. [10th April.
Chester Water Bill.
Read Third Time. [10th April.
City of London (St. Paul's Cathedral Preservation) Bill.
Read Third Time. [10th April.
Counterfeit Currency (Convention) Bill.
Read First Time. [10th April.
Glamorganshire Canal Company Bill.
Read First Time. [9th April.
Great Western Railway Bill.
Read Third Time. [10th April.
Land Drainage (Scotland) Bill.
Reported, without Amendment. [10th April.
Life Peers Bill.
Read Second Time. [4th April.
London Building Act (Amendment) Bill.
Read First Time. [9th April.
London Midland and Scottish Railway Bill.
Read First Time. [9th April.
Maidstone Corporation Bill.
Read First Time. [4th April.
Medway Lower Navigation Bill.
Read Third Time. [10th April.
Metropolitan Police (Borrowing Powers) Bill.
Read Third Time. [9th April.
Newcastle and Gateshead Waterworks Bill.
Read Second Time. [10th April.
Parliament Act, 1911 (Amendment) Bill.
Withdrawn. [9th April.
Reading Corporation Bill.
Read Second Time. [4th April.
Saltburn and Marske-by-the-Sea Urban District Council Bill
Read Third Time. [4th April.
Sea Fisheries Provisional Order Bill.
Read Third Time. [10th April.
Severn Navigation Bill (formerly Severn Navigation Bill and Severn Navigation (Charging Powers) Bill).
Reported, with Amendments. [9th April.
Sheffield and South Yorkshire Navigation Bill.
Reported, with Amendments. [9th April.
South Suburban Gas Bill.
Read Third Time. [10th April.
Urmston Urban District Council Bill.
Reported, with Amendments. [9th April.
Vagrancy Bill.
Read Second Time. [10th April.

House of Commons.

Baildon Urban District Council Bill.
Read First Time. [10th April.
Beckenham Urban District Council Bill.
Read Third Time. [9th April.
Bristol Tramways Bill.
Read First Time. [10th April.
Burnley Extension Bill.
Reported. [9th April.
Bury and District Joint Water Board Bill.
Read First Time. [10th April.
City of London (St. Paul's Cathedral Preservation) Bill.
Read First Time. [10th April.
Glamorganshire Canal Company Bill.
Read Third Time. [9th April.
Government of India Bill.
In Committee. [10th April.
Maidstone Corporation Bill.
Read Third Time. [4th April.
National Gallery (Overseas Loans) Bill.
Read Third Time. [8th April.
Saltburn and Marske-by-the-Sea Urban District Council Bill.
Lords Amendments agreed to. [9th April.
South Suburban Gas Bill.
Read First Time. [10th April.
Sunbury on Thames Urban District Council Bill.
Withdrawn. [8th April.
Superannuation Bill.
Reported, with Amendments. [9th April.
Unemployment Assistance (Temporary Provisions) (No. 2) Bill.
Read First Time. [4th April.

Questions to Ministers.

NATIONALITY LAW (MARRIED WOMEN).

Sir HERBERT SAMUEL asked the Prime Minister whether the fact that the Dominion of New Zealand has now enacted legislation securing to New Zealand women the right to retain their nationality on marriage to an alien will affect the previous decision of His Majesty's Government, based on the desirability of preserving the uniformity of the law of nationality throughout the British Commonwealth, not to proceed with legislation in the United Kingdom to accord to a married woman the same rights in respect of nationality as are possessed by a man or a single woman; and whether this question will be the subject of discussion during the forthcoming meetings with representatives of the Dominions.

The PRIME MINISTER (Mr. Ramsay MacDonald): The effect of the New Zealand legislation referred to in the first part of the right hon. Member's question is to provide that, within New Zealand, a woman British subject married to an alien shall, upon making a prescribed declaration, be entitled to all political and other rights, powers and privileges and be subject to all obligations, duties and liabilities to which a natural-born British subject is entitled or subject. The legislation was, I understand, framed in this form in order not to conflict with the general policy of maintaining uniformity of nationality legislation within the Empire and does not therefore affect the decision of the Government here to which the right hon. Member refers. As regards the second part of the question, as explained in the reply given by the Secretary of State for Dominion Affairs to the hon. Member for Chippenham (Captain Cazalet) on 1st March last, the Government, as at present advised, do not feel that any useful purpose would be served by their raising with the Dominion representatives the question of further legislation on the subject of the nationality of married women, on the lines suggested in the right hon. Member's question.

[9th April.

PUBLIC TRUSTEE OFFICE.

Captain ELLISTON asked the Attorney-General whether he will make a statement with regard to the complaints made of unreasonable delay in the transaction of business by the Public Trustee Office; and whether he is aware that beneficiaries under the will of a testator, who died in December, 1929, are still without any distribution on account of income after awaiting an order of the courts in reference to estate duty until 10th May, 1934.

The ATTORNEY-GENERAL: I am not aware of any general complaint of unreasonable delay in the transaction of business in the office of the Public Trustee. As regards the case, which, as I believe, my hon. and gallant Friend has in mind, it was necessary to apply to the court, not with reference to estate duty but on the construction of the will which is of great complexity. The order of the court, though obtained on 10th May, 1934, was not finally drawn up until August of that year. The matter had then to be submitted to the Inland Revenue authorities for the assessment of duty; and this matter, again owing to the great complexity of the will, was only finally agreed on 22nd March of this year. The distribution to the beneficiaries of the income available, except in two cases which are still under discussion with the Inland Revenue authorities, was completed last week.

[9th April.

HOUSING ACT, 1930 (COUNTY COURT APPEALS).

Miss WARD asked the Minister of Health how many appeals have been made to the county court under s. 22 of the Housing Act, 1930, the figures to relate to the whole country, the County of Northumberland, and the County of Durham, respectively, and to show the number of appeals which have been successful in each area.

Mr. SHAKESPEARE: My right hon. Friend is informed that since the Housing Act, 1930, came into operation until the end of 1934 the number of appeals entered under s. 22 of the

Act has been 824 for the whole country, of which six related to the County of Northumberland and thirteen to the County of Durham: the number of appeals allowed has been 216 for the whole country. None of these related to the County of Northumberland; four related to the County of Durham.
[10th April.

Societies.

The Law Society's School of Law.

The Summer Term will open on 16th April. Lectures will commence on 29th April. Copies of the prospectus and time-table for the Summer Term can be obtained on application to the Principal's Secretary. The Principal (Dr. H. R. Y. Radcliffe) will be in his room to advise students, on Tuesday, 16th April (students whose surnames commence with the letters A–K), and Wednesday, 17th April (students whose surnames commence with letters L–Z), from 10.30 a.m. to 12.30 p.m., and from 2 p.m. to 5 p.m. In view of the changes in the Intermediate Examination, which come into force in 1937, Intermediate students who have not yet been in attendance at the school should consult the Principal upon their plans in order to ascertain whether they will be examined on the old or the new scheme, and in order that their courses of study may be arranged accordingly. The subjects to be dealt with during the term will be, for Intermediate students—(i) Public Law; (ii) The Law of Property in Land; (iii) Contract and Tort; and (iv) Trust Accounts. The subjects for Final students will be—(i) Equity and Procedure in the Chancery Division; (ii) Common Law (Tort); and (iii) Employment and Agency. There will also be courses on (i) Common Law (Tort), and (ii) Private International Law for Honours and Final LL.B. students, and on Constitutional Law (Part II) for Intermediate LL.B. students. Intermediate students must notify the Principal's Secretary before 17th April on the entry form, whether they wish to take morning or afternoon classes. Students can obtain copies of the regulations governing the three studentships of £40 a year each, offered by the Council for award in July next, and entry form, on application to the Principal's Secretary. Notice of entry must be received not later than 1st May.

United Law Society.

A meeting of the Society was held in Middle Temple Common Room on Monday, the 1st April. Miss C. Colwill moved "That this House deplores the decision of the House of Lords in *Elliott* v. *Joicey*, 79 Sol. J. 144." Mr. W. Vaughan Williams opposed. Messrs. J. H. Menzies, O. T. Hill and R. E. Ball spoke. Miss Colwill replied. The motion was put to the House and lost by seven votes.

A meeting of the Society was held in Middle Temple Common Room on Monday, 8th April, 1935. Mr. T. R. Owens moved: "That the legal profession as a whole does not pay sufficient attention to the attitude of the outside world towards it." Mr. R. E. Ball opposed. Miss C. Colwil, Messrs. H. S. Wood Smith, G. B. Burke, J. H. Menzies, G. E. Habershon, A. Morgan, F. H. Butcher, O. T. Hill, and F. R. McQuown also spoke. Mr. Owens replied. The motion was put to the house and won by seven votes.

The Union Society of London.

A meeting of the Society was held at the Middle Temple Common Room, on Wednesday, the 27th March, at 8.15 p.m., the President (Mr. Alum Llewellyn) being in the chair. Mr. J. Lea proposed the motion: "That this House approves of the recent measures for the regulation of traffic on the roads." Mr. A. D. Russell-Clarke opposed, and Mr. Brundrit, the Hon. Secretary (Mr. Rendle), Mr. Bassett, Mr. Ingram, Mr. Mountain, Mr. Butterfield and Mr. Fraser also spoke. Mr. Lea replied. Upon division the motion was carried by five votes.

Centenary Debate.

A special ladies' night debate to celebrate the centenary of the Society was held in the Inner Temple Hall, on Wednesday, 3rd April, at 8.15 p.m. The Hon. President (Mr. W. S. Morrison, K.C., M.P.) was in the chair and there were 273 members and visitors present. On the motion of the Hon. Treasurer the minutes of the previous meeting were taken as read. The Hon. President called upon Lord Eustace Percy, M.P., to propose the motion: "That this House believes that the future progress of society can be best served by giving effect to Conservative rather than to Socialist principles." The motion having been proposed by Lord Eustace Percy was formally seconded by Mr. Herbert Ryan. It was then opposed by Mr. Aneurin Bevan, M.P. There spoke also in favour of the motion The Hon. Quintin Hogg and the Hon. President, and against it Mr. D. F. Brundrit and the President (Mr. Alun Llewellyn). Lord Eustace Percy replied. Before the division the Hon. Secretary (Mr. E. J. Rendle) proposed a vote of thanks to the proposer, the opposer, and The Hon. Quintin Hogg for having taken part in the debate, none of these gentlemen being members of the society. A vote of thanks to the Benchers of the Inner Temple for the use of the Hall was proposed by Mr. A. D. Russell-Clarke. The House then divided. There voted in favour of the motion 125 and against it ninety-four. The Hon. President declared the motion to be carried by thirty-one votes. Visitors on this occasion voted. The House adjourned for refreshments which were provided by the Society.

The Hardwicke Society.

Ex-President's Debate.

A meeting of the Society was held on Friday, 5th April, at 8.15 p.m., in the Middle Temple Common Room, the President (Mr. A. Newman Hall) in the chair. Mr. G. E. Crawford (ex-President 1922–23) moved: "That the claims of post-war youth are exaggerated." Mr. G. Granville Sharp (ex-President 1924–25) opposed. There also spoke: Mr. P. Maurice Beachcroft (ex-President 1909–10), Mr. Colin Pearson (ex-President 1931–32), Mr. J. A. Petrie, Mr. Vyvyan Adams, M.P. (ex-President 1932–33), Mr. W. Valentine Ball (ex-President 1904–5), Mr. Ungoed Thomas (ex-President 1933–34), Mr. Morgan May (ex-President 1918–19), Mr. H. M. Pratt (ex-President 1927–28), Mr. Campbell Lee (ex-President 1917–18) and Mr. Menzies. The hon. mover having replied, the House divided, and the motion was carried by seven votes.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 2nd April, (Chairman, Miss H. M. Cross), the subject for debate was "That entry into both branches of the legal profession should be on the basis of competitive examination." Mr. Q. B. Hurst opened in the affirmative; Mr. R. D. C. Graham opened in the negative. The following also spoke: Messrs. J. E. Terry, C. J. de S. Root, R. J. A. Temple, P. H. North Lewis, J. R. Campbell Carter, P. W. Iliff, R. Langley Mitchell, C. O'Connor, S. Campbell and L. Stone. The opener having replied, the motion was lost by nine votes. There were seventeen members and three visitors present.

At a meeting of the Society, held at The Law Society's Court Room, on Tuesday, 9th April (Chairman, Mr. P. W. Iliff), the subject for debate was: "That the case of *Nicholson* v. *Southern Railway Co. and another*, 51 T.L.R. 216, was wrongly decided." Mr. R. Landman opened in the affirmative. The following also spoke: Messrs. H. J. Baxter, J. Roberts, J. R. Campbell Carter, L. Stone, A. N. Buckmaster, W. M. Pleadwell and L. F. Sturge. The opener having replied, and the chairman having summed up, the motion was lost by eight votes. There were fourteen members and three visitors present.

The Solicitors' Managing Clerks' Association.

Executors Who Carry on a Business.

The Association held a meeting in the Old Hall, Lincoln's Inn, on the 22nd March, at which Lord Justice Romer took the chair and Mr. W. P. Spens, K.C., delivered a lecture on "Executors Carrying on a Testator's Business."

When the owner of a successful business, he said, died suddenly, it might be difficult to find cash wherewith to pay wages and keep the business going. Someone had to take a slight risk. The manager of the business would not incur serious legal liability if he pursuaded the bank manager to advance him money and expended it on the immediate and necessary purposes of the business. *Coulton's Case* showed that when executor *de son tort* applied assets solely as a properly appointed personal representative would apply them, the personal representative must accept his acts, and that if he had alienated any of the assets in a proper manner the personal representative could not sue the purchaser for recovery. It was always possible to have a receiver and manager appointed by the court, pending the grant of probate or administration, by starting an action in the Chancery Division against the person named in the will or *primâ facie* entitled to administration. The Probate Court could appoint an administrator *pendente lite*. Mr. Spens thought that if

a personal representative unreasonably refused to carry on the business and thereby sacrificed to the estate a specific sum which might have been obtained if the business had been realised as a going concern, an action might lie against him for serious neglect of duty.

The people affected by the continuance of the business as a going concern were creditors, beneficiaries, and new creditors becoming so after the death. These interests might conflict seriously. A personal representative carrying on the business for the purpose of realising it was entitled to complete indemnity, and therefore the post-death creditors were in a better position than the existing creditors, because they were entitled to have their debts paid out of the assets of the estate. A power in the will for an executor to carry on the business had no validity against the existing creditors. If, therefore, there were debts and no assets, the personal representative must obtain the consent of the existing creditors to carry on the business, and this consent was not imported by mere acquiescence: *Re Oxley* [1934] 1 Ch. D. at page 604. If an existing creditor demanded payment and, failing to receive it, started an administration action and had a receiver appointed, he would be entitled to payment before the executor was entitled to any indemnity, and the executor might find himself personally responsible for a large sum. If the executor could not obtain the consent of the creditors, he should apply to the court to appoint a receiver and manager. The creditors could not then deprive the executor or the receiver and manager of their right to indemnity: *Re Brook* [1894] 2 Ch. D., at page 600. Executors must not employ in the business any part of the general assets of the testator unless the will so directed. Nevertheless, in a proper case after the evidence had been very strictly scrutinised, the court would give leave to assist a profitable business with temporary financial help from the general estate. Mr. Spens then dealt with the position when the business was a professional one and the goodwill had no saleable value.

Rules and Orders.

THE LOCAL GOVERNMENT (ADJUSTMENT OF LOSSES IN COUNTY BOROUGHS) AMENDMENT REGULATIONS, 1935, DATED MARCH 30, 1935, MADE BY THE MINISTER OF HEALTH UNDER SECTION 97 (1) (C) OF THE LOCAL GOVERNMENT ACT, 1929 (19 & 20 GEO. 5. C. 17).

81,338.

The Minister of Health, in exercise of the powers conferred on him by paragraph (*c*) of Sub-section (1) of Section 97 of the Local Government Act, 1929, and of all other powers enabling him in that behalf, hereby makes the following regulations:—

1. These regulations may be cited as the Local Government (Adjustment of Losses in County Boroughs) Amendment Regulations, 1935, and these regulations and the Local Government (Adjustment of Losses in County Boroughs) Regulations, 1933 * (hereinafter referred to as the "principal regulations"), may be cited together as the Local Government (Adjustment of Losses in County Boroughs) Regulations, 1933 and 1935.

2. These regulations shall have effect as from the first day of April, nineteen hundred and thirty-five.

3. The principal regulations shall have effect as if—

(i) in Regulation 2 after the definition of "product of a penny-rate" there were inserted the following words, namely, "'appropriate part' means, in relation to the amount of any loss or of one-half of the amount of any loss, as respects each of the fourteen years following the year ending the 31st day of March, 1935, an amount less than the amount for the preceding year by one-fifteenth of the amount of the loss or of one-half of the amount of that loss as the case may be."

(ii) after the words "equivalent to the" in paragraph (2) of Regulation 3 there were inserted the words "appropriate part of the".

(iii) before the word "one-half" in paragraph (3) (*b*) of Regulation 3 and paragraph (2) of Regulation 4 there were inserted the words "the appropriate part of".

Given under the official seal of the Minister of Health this thirtieth day of March, nineteen hundred and thirty-five.

(L.S.) *J. N. Beckett*,
Assistant Secretary,
Ministry of Health.

* S.R. & O. 1933 (No. 292) p. 1027.

Legal Notes and News.

Honours and Appointments.

The Colonial Office announces the appointment of Mr. H. W. WILSON (Magistrate, Tanganyika) as Legal Secretary, Somaliland.

Mr. JOHN BUCHAN, M.P., the new Governor-General of Canada, has been elected an Honorary Master of the Bench of the Middle Temple. Mr. Buchan was called to the Bar by the Middle Temple in 1901.

Mr. EDWARD PAGE, Senior Stipendiary Magistrate in Wellington, N.Z., has been appointed Judge of the Industrial Arbitration Court in succession to Mr. Justice FRAZER, recently appointed Deputy Chairman of the Executive Commission of Agriculture.

Mr. T. MACDONALD BAKER, Solicitor to the Commissioner of Police of the Metropolis, has been appointed Solicitor to the Middlesex Sessions in succession to Messrs. Wontners.

Mr. S. J. MCVICAR has been appointed Assistant Solicitor to the County of the West Riding of Yorkshire.

Mr. DONALD P. HEATH, LL.B., Assistant Solicitor to the Plymouth Corporation, has been appointed to a similar position under the Wolverhampton Corporation. Mr. Heath was admitted a solicitor in 1930.

Professional Announcements.

(2s. per line.)

Mr. A. M. KING and Mr. F. D. WARDLE, practising as Messrs. Stone, King & Wardle, of 13, Queen-square, Bath, announce that they have taken into partnership their respective sons, Mr. AUSTIN GERALD COMYN KING and Mr. LANCELOT DARLINGTON WARDLE. The practice will be carried on under the same name as heretofore.

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

Mr. W. Adams, who has been town clerk of Saffron Waldon for forty years, is to retire. He was admitted a solicitor in 1887.

Middlesex County Council staff are to entertain to a farewell dinner Sir Ernest Hart, the Clerk to the Council, who is retiring on 30th June.

A few minutes after he had been awarded £300 damages at Cork Circuit Court last Tuesday, having received a broken leg in a street accident, Joseph Crowley, of Evergreen-street, Cork, fell down two steps in the corridor of the courthouse and again broke his leg.

Lieutenant-colonel J. Dawson Laurie is the nominee of the Court of Aldermen for the Shrievalty of the City of London, the election for which takes place on Midsummer Day. The other candidates are Mr. C. J. H. McRea, Mr. H. P. L. Pitman, and Colonel W. J. Waldron.

At the trial at the West Riding Assizes at Leeds on 6th April of a motorist who was charged in connection with the death of a cyclist, Mr. Justice Atkinson observed: "I think the time has come when the law ought to be altered and cyclists made to carry rear lights."

In a case which was before Mr. Justice MacKinnon last week, his lordship held that there was a custom in the tallow trade in London that when a contract was made by a broker without disclosure of the identity of his principal the broker was regarded as party to the contract himself.

On the recommendation of the Selection Committee, the West Edinburgh Unionist Association unanimously adopted Mr. T. M. Cooper, K.C., to be the National Unionist candidate in the by-election caused by the elevation of Mr. W. G. Normand, K.C., the Lord Advocate, to the Lord Presidency of the Court of Session.

The justices at the Essex Quarter Sessions at their meeting in Chelmsford last Wednesday, decided to send a strong protest to the Royal Commission on the Dispatch of Business at Common Law against the suggestion that the Essex Assizes at Chelmsford should be abolished and the work transferred to the Central Criminal Court.

The following dates and places have been fixed for holding the Spring Assizes :—Northern Circuit—Mr. Justice Greaves-Lord and Mr. Justice Hilbery.—Saturday, 6th April, at Liverpool; Tuesday, 23rd April, at Manchester. North-Eastern Circuit.—Mr. Justice Singleton and Mr. Justice Porter. —Tuesday, 30th April, at Leeds.

A decision of exceptional importance to all interested in house purchase has been reached by a number of London building societies. The Abbey Road, Co-operative, National, Westbourne Park, and Woolwich Equitable societies announce that with effect from 10th April the basic rate of interest charged to all new borrowers purchasing dwelling-houses for their own occupation will be reduced to 4½ per cent. per annum. The question of rebating interest to old borrowers is receiving attention, and individual borrowers will in due course be advised of such changes as affect them personally.

Statements have been made that the 30 miles an hour speed limit in built-up areas is not to be strictly enforced in the Metropolitan Police District, and that a speed up to 35 miles an hour may be allowed without prosecution. According to a statement issued from Scotland Yard last Monday, this is not correct. No change has been made in the orders issued, which involve a strict enforcement of the limit in built-up areas. Where, however, a vehicle is timed by the speedometer of a police car following it, occasional difficulty may be experienced in maintaining an even distance between the two vehicles, and patrols are therefore instructed to show a certain margin in such cases. This direction is not new, having been in force since 1931 in dealing with speed-limit cases. The orders direct that when a car overtakes a police car which is travelling at 30 miles an hour, or exceeds the limit in a measured control as checked by stop watches, no margin is to be allowed.

In a recent case at The Mayor's and City of London Court, His Honour Judge F. Shewell Cooper emphasised a point raised by him on many previous occasions in the court in regard to the necessity for having a written service engagement agreement. The case in question was in respect of a claim for commission and for an account to be taken between the parties and payment of the amount found to be due. When the managing director of the defendant company was called to give evidence as to the terms of the engagement, Judge Shewell Cooper said : " Let me tell you at this juncture that it is a very great pity to engage anybody without a written agreement. For your information, I may tell you that in consequence of remarks that I myself have made, sitting here, The Solicitors' Law Stationery Society, Ltd., have produced a very excellent form of agreement (which can be purchased for a few pence) which covers all possible contingencies and which any employer can adapt to his particular requirements by striking out or filling in a clause here and there." His lordship humorously added that the result might well be that he would soon become unemployed so far as such cases were concerned !

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Group I. Mr. Justice Eve. Non-Witness.	Group I. Mr. Justice Bennett. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
April 15	Ritchie	Hicks Beach	More	*Andrews
,, 16	Blaker	Andrews	Ritchie	*More
,, 17	More	Jones	Andrews	*Ritchie
,, 18	Hicks Beach	Ritchie	More	Andrews

Date.	Group I. Mr. Justice Crossman. Witness. Part II.	Group II. Mr. Justice Clauson. Witness. Part II.	Mr. Justice Luxmoore. Witness. Part I.	Mr. Justice Farwell. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
April 15	*Ritchie	Hicks Beach	*Blaker	Jones
,, 16	Andrews	*Blaker	*Jones	Hicks Beach
,, 17	*More	Jones	*Hicks Beach	Blaker
,, 18	Ritchie	Hicks Beach	Blaker	Jones

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

The Easter Vacation will commence on Friday, the 19th day of April 1935, and terminate on Tuesday, the 23rd day of April, 1935, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 2nd May, 1935.

	Div. Months.	Middle Price 10 April 1935.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	115⅜	3 9 1	3 0 2
Consols 2½%	JAJO	86½	2 17 10	—
War Loan 3½% 1952 or after	JD	106⅝	3 5 8	3 0 4
Funding 4% Loan 1960-90	MN	117½	3 8 1	2 19 10
Funding 3% Loan 1959-69	AO	104	2 17 8	2 15 6
Victory 4% Loan Av. life 29 years	MS	115½	3 9 3	3 3 5
Conversion 5% Loan 1944-64	MN	121	4 2 8	2 4 9
Conversion 4½% Loan 1940-44	JJ	113	3 19 8	1 19 1
Conversion 3½% Loan 1961 or after	AO	106½	3 5 9	3 2 8
Conversion 3% Loan 1948-53	MS	105¾	2 16 8	2 9 7
Conversion 2½% Loan 1944-49	AO	102¾	2 8 8	2 3 1
Local Loans 3% Stock 1912 or after	JAJO	95¼	3 3 0	—
Bank Stock	AO	355½	3 7 6	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	88	3 2 6	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	95½	3 2 10	—
India 4½% 1950-55	MN	114	3 18 11	3 6 0
India 3½% 1931 or after	JAJO	93	3 15 3	—
India 3% 1948 or after	JAJO	83½	3 11 10	—
Sudan 4½% 1939-73 Av. life 27 years	FA	120	3 15 0	3 7 3
Sudan 4% 1974 Red. in part after 1950	MN	114½	3 9 10	2 17 2
Tanganyika 4% Guaranteed 1951-71	FA	114	3 10 2	2 17 10
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	112	4 0 4	2 9 4
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	108	3 14 1	3 8 10
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	102	3 13 6	3 11 3
Canada 4% 1953-58	MS	109	3 13 5	3 6 7
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	100	3 0 0	3 0 0
Nigeria 4% 1963	AO	114	3 10 2	3 5 0
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 4
South Africa 3½% 1953-73	JD	107	3 5 5	2 19 10
*Victoria 3½% 1929-49	AO	99	3 10 8	3 11 10
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	96	3 2 6	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	107	3 5 5	2 19 10
Leeds 3% 1927 or after	JJ	94	3 3 10	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	105	3 6 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	85	2 18 10	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	94⅛	3 3 6	—
Manchester 3% 1941 or after	FA	95	3 3 2	—
*Metropolitan Consd. 2½% 1920-49	MJSD	101½	2 9 3	—
Metropolitan Water Board 3% "A" 1963-2003	AO	99	3 0 7	3 0 8
Do. do. 3% "B" 1934-2003	MS	98	3 1 3	3 1 5
Do. do. 3% "E" 1953-73	JJ	102	2 18 10	2 17 2
†Middlesex County Council 4% 1952-72	MN	113	3 10 10	3 1 0
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 4 1
Nottingham 3% Irredeemable	MN	94	3 3 10	—
Sheffield Corp. 3½% 1968	JJ	108	3 4 10	3 2 2
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	113	3 10 10	—
Gt. Western Rly. 4½% Debenture	JJ	124½	3 12 3	—
Gt. Western Rly. 5% Debenture	JJ	136½	3 13 3	—
Gt. Western Rly. 5% Rent Charge	FA	130½	3 16 8	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	127½	3 18 5	—
Gt. Western Rly. 5% Preference	MA	114½	4 7 4	—
Southern Rly. 4% Debenture	JJ	112	3 11 5	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	111½	3 11 9	3 7 0
Southern Rly. 5% Guaranteed	MA	127½	3 18 5	—
Southern Rly. 5% Preference	MA	114½	4 7 4	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

Company Printing

For more than Seventy Years JORDANS have been printing Memorandums and Articles of Association, Prospectuses, and all other essential Company documents. Secrecy, Accuracy and Expedition are assured by placing your Printing with Jordans.

Allow us to Quote for your next Order.

Jordan & Sons, Limited,

Company Printers,

116 Chancery Lane, London, W.C.2.

Telephone: Holborn 0434. Telegrams: "Certificate, Estrand, London."

13 Broad Street Place, E.C.2.

THE

PRINCESS ELIZABETH OF YORK HOSPITAL FOR CHILDREN

(FORMERLY EAST LONDON HOSPITAL FOR CHILDREN)

SHADWELL, LONDON, E.1

Earnestly requests the help of Solicitors when preparing Charitable Bequests.

LEGACIES

are a valued and much needed help in our great work.

This Hospital which is isolated from the natural sources of charity, has for over 70 years been serving the sick and suffering children of the East End of London, and during that period has treated over 1,400,000 little patients.

Patrons: THEIR MAJESTIES THE KING AND QUEEN.

Chairman: BRIG.-GENERAL SIR HILL CHILD, C.B., C.M.G., D.S.O., M.V.O.

ANNUAL REPORT and full particulars of the work gladly supplied by the Secretary, SIR EDWARD PENTON, K.B.E. (Phone: East 5068.)

THE SOLICITORS' JOURNAL

ESTABLISHED 1857. PUBLISHED WEEKLY.

Advertisement Rates

DISPLAYED ADVERTISEMENTS

Front Cover **20s.** per inch, Single Column width (2½ inches).
Other Pages **15s.** per inch, Single Column width (2½ inches). **£5** per Column (10 by 2½ inches).
Per Page Facing matter, **£15.** Other pages, **£12.** Half-page and Quarter-page, *pro rata.*

Auctioneers' Announcements **10s.** per inch, less 10 per cent. Single Column width (2½ inches).
Auctioneers' Cards Special Rates according to length of series.
Information Required / **Professional Announcements** **2s.** per line (average eight words).
Public Notices **1s. 6d.** per line (average eight words).

Special terms for a series in all cases.

RATES FOR SPECIAL NUMBERS BY AGREEMENT.

SMALL ADVERTISEMENTS

Appointments Wanted Thirty words, or less .. .. .. **5s.**
Per line after (average seven words) .. **1s.**
*Registration and Postage sent to Box No. **1s.**

Appointments Vacant Thirty words, or less .. .. .. **6s.**
Per line after (average seven words) .. **1s.**
*Registration and Postage sent to Box No. **1s.**

Articled Clerks .. Charges as "Appointments Vacant."

Practices and Partnerships for Sale or Wanted Charges as "Appointments Vacant."

Other Small Private Advertisements Charges as "Appointments Vacant."

**Replies received to BOX NUMBERS forwarded daily.*

N.B.—A special concession of three insertions for the price of two is made for advertisements under the above subjects.

The Proprietors reserve the right to refuse insertion without necessarily assigning any reason, or to vary the above rates.

Telegraph, Phone or Write your requirements to:

THE MANAGER, "THE SOLICITORS' JOURNAL," 29-31, BREAMS BUILDINGS, LONDON, E.C.4.

Telegrams: "Oyez, Fleet, London." Telephone: Holborn 1853.

Please mention "THE SOLICITORS' JOURNAL" when replying to Advertisements.

FLEURET, HAXELL, MARKS & BARLEY
Auctioneers, Surveyors and Valuers,
22, BLOOMSBURY SQUARE, LONDON, W.C.1.
Telephone: MUSEUM 2534 (Two lines).
Specialists in Licensed Property, Assessments, Monopoly Values, Redundancy & Compensation Claims, etc.
ESTABLISHED OVER 100 YEARS.

CITY OF LONDON.
FREEHOLD INVESTMENT.
6, BILLITER STREET, E.C.3.
In the heart of the Shipping and Mercantile centre, between LEADENHALL-STREET and FENCHURCH-STREET. Producing a gross actual and estimated income of about
PER £1,242 ANNUM.
Site area about 1,155 sq. ft. Floor space 5,340 sq. ft.
Will be offered for SALE by AUCTION by
RICHARD ELLIS & SON
At the London Auction Mart, 155, Queen Victoria Street, E.C.4.
On THURSDAY, 16th MAY, 1935, at 2.30 p.m.
Printed Particulars and Conditions of Sale may be had of Messrs. Nicholson, Graham and Jones, Solicitors, 19, Moorgate, E.C.2, or of the Auctioneers, 37–8, Fenchurch Street, E.C.3. (Royal 7010, 3 lines.)

PERIODICAL SALES.
ESTABLISHED 1843.
H. E. FOSTER & CRANFIELD
conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.
Offices: 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1451 (3 lines).

PERIODICAL PROPERTY AUCTIONS.
H. E. FOSTER & CRANFIELD
beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.
Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1451 (3 lines).

A. W. SHELTON,
Estate Agent, Valuer, etc.
A. W. SHELTON, F.A.I., C. W. SHELTON, F.A.I., G. RAWSON, F.A.I.
KING STREET, NOTTINGHAM. Phone: 40625.

W. & H. PEACOCK, F.A.I.,
6, DAME ALICE STREET, BEDFORD.
Telephone: 2333. (Close to G.P.O.)
Auctioneers, House and Estate Agents, Valuers and Surveyors.

H. J. BLISS & SONS
MONTHLY SALES at THE AUCTION MART,
Special attention also given to
Valuations; Specifications; Dilapidations; Management of House Property; Compensation Claims; Sales by Private Treaty.
106, Cheapside, E.C.2 & 164, Bethnal Green Rd., E.2.

TRUST MONEY at 3¾ per cent.
FOR A FIXED TERM.
No procuration fee.
SURVEYORS:
JACKSON STOPS & STAFF,
14, CURZON STREET, W.1. (Gros. 1811/3.)

IF AND WHEN you are invited to advise a client as to the disposition of part of the estate for charitable purposes, please remember The Salvation Army. Information, Balance Sheets, etc., gladly given on application to the Secretary,
The Salvation Army
International Headquarters,
101, Queen Victoria St., London, E.C.4.

THE NATIONAL BENEVOLENT INSTITUTION
Founded by the late Peter Hervé.
Established 1812. Incorporated by Royal Charter.
Under the Protection and Patronage of HIS MOST EXCELLENT MAJESTY KING GEORGE V.
President—His Grace The Duke of Portland, K.G., G.C.V.O.
Treasurer—Rev. E. C. Bedford, M.A.
This Institution grants Annuities of £25 to distressed members of the Upper and Middle Classes of Society who have attained the age of 50 years and upwards.
Life Donations—£5, two votes; £10, four votes; and so on in proportion. *Annual Subscriptions*—5s. one vote, 10s. two votes; and so on in proportion.
Additional Support Greatly Needed and LEGACIES especially are earnestly solicited.
Full information to be obtained at the Office, 1, Woburn Square, London, W.C.1.
L. R. FERGUSSON, *Secretary.*

ECONOMISE *and join the*
LAW NOTES LENDING LIBRARY
THE LATEST TEXT BOOKS ON LOAN FOR PRACTITIONERS AND STUDENTS.
25-26, Chancery Lane, London, W.C.2.

HEALEY & BAKER
Surveyors, Valuers & Estate Agents,
SPECIALISE IN
INVESTMENTS AND SHOP PROPERTY
THROUGHOUT THE COUNTRY.
29, George Street, Hanover Square, London, W.1.
(MAYFAIR 2965 (5 lines).

Telephone: HOLBORN 0584 (3 lines).
WEATHERALL, GREEN AND SMITH,
Surveyors, Valuers, Auctioneers, and Estate Agents.
22, CHANCERY LANE, W.C.2.
SALES BY AUCTION,
VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.
RATING SURVEYORS. COMPENSATION VALUERS.
VALUERS OF LICENSED PROPERTY.

ESTABLISHED 1852.
DRIVERS & NORRIS,
F.A.I.,
AUCTIONEERS, VALUERS, SURVEYORS, HOUSE, ESTATE AND FACTORY AGENTS,
407, HOLLOWAY RD., N.7.
Telegrams: "DRIVERS, HOLLOWAY." 'Phones: NORTH 2265/8

FIELD & SONS
C. ROLAND FIELD, P.P.A.I., F.S.I.,
J. DONALD FIELD, M.A., LL.B., F.S.I., F.A.I.
(Established over 100 years.)
CHARTERED SURVEYORS, AUCTIONEERS, VALUERS, LAND & ESTATE AGENTS.
AUCTION SALES at the MART MONTHLY
OFFICES:
54, BOROUGH HIGH ST., LONDON BRIDGE, S.E.1.
PALACE CHAMBERS, WESTMINSTER, S.W.1.

KNIGHT, FRANK & RUTLEY'S SALE ROOMS
FOR
JEWELS, FAMILY PLATE, PICTURES, FURNITURE, CHINA,
And all classes of Valuable Property.
SALES IN COUNTRY HOUSES. FIRE VALUATIONS.
Special Estate Rooms for Auctions of Real Property and Investments.
20, HANOVER SQUARE, LONDON, W.1.

Printed in Great Britain by THE SOLICITOR'S LAW STATIONERY SOCIETY, LTD., at "Oyez House," Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4 ('Phone: Holborn 1853). Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W. Saturday, 13th April, 1935.